

Contract No:



U S DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

EASTERN FEDERAL LANDS HIGHWAY DIVISION

**CUYAHOGA VALLEY NATIONAL PARK
PROJECT PRA-CUVA 18(1),164(1) Acc Rd
MAINTENANCE ACCESS ROAD**

PMIS NO: 84320

SOLICITATION

IFB NO: DTFH71-08-B-00039

**This Contract Cites
Standard Specifications FP-03
U.S. Customary Units**

**CONTRACTOR:
ADDRESS:**

STATE: Ohio

COUNTY: Cuyahoga

PARK / REFUGE / NF: Cuyahoga Valley National Park

ROADWAYS:	STATIONS	FEET
Northeast Ohio Regional Sewer District Access Rd	300+55 to 308+05	750
CUVA Maintenance Access Road	200+05 to 220+35	2,030

PROJECT LENGTH TOTAL: 2,780 feet

TYPE OF IMPROVEMENT:

Northeast Ohio Sewer District Access Road:

Rehabilitation of the existing gravel road to maintain a consistent cross slope and width. In addition, improvements include the construction of a new parallel and placement of new aggregate surfacing.

CUVA Maintenance Access Road:

New construction of an access road on a new alignment, beginning at its intersection with the NEORSD access road, then paralleling the Cuyahoga Valley Scenic Railway, and terminating at its intersection with Fitzwater Road. In addition, two new parallel pullouts will be constructed, a single culvert installation, and new aggregate surfacing.

TABLE OF CONTENTS

	<u>Page</u>
Notice to Bidders	1 through 2
Checklist for Bid Submission	1 through 2
*New Questionnaire Form on Calendar Days	1 Page
*SF-1442 Solicitation, Offer, and Award	A-1 through A-2
Continuation of SF 1442	A-3 through A-4
Bid Schedule Instructions	1 through 2
*Bid Schedule	B-1 through B-3
*SF-24 Bid Bond	C-1 through C-2

FEDERAL ACQUISITION REGULATION & TRANSPORTATION ACQUISITION REGULATION SOLICITATION PROVISIONS & CONTRACT CLAUSES

Index to Federal and Transportation Acquisition Regulations	1 through 6
Representations and Certifications (OCRA online)	D-1
Instructions to Bidders	E-1
*Socioeconomic Program Requirements	F-1 through F-8
Minimum Wage Schedule	F-9 through F-48
*General Contract Requirements	G-1 through G-4
Construction Contract Requirements	H-1

SPECIFICATIONS

Special Contract Requirements	J-1 through J-27
Permits Obtained for this Project	1 through 42
Plans	1 through 38

***BOLD FACED ITEMS ARE TO BE INCLUDED WITH THE BID SUBMITTAL PACKAGE**

NOTICE TO BIDDERS

CONTRACT FORMAT:

Bidders should note that the format of this contract is in accordance with Federal Acquisition Regulations (FAR), promulgated by the General Services Administration (GSA), effective April 1, 1984, including all applicable revisions. Applicable FAR provisions and clauses are incorporated in this contract by reference or full text as indicated in the INDEX before the D-page in this booklet. FAR provisions and clauses incorporated by reference can be accessed on the Internet on the GSA website at www.arnet.gov/far/. Bidders are encouraged to review the documents thoroughly before bidding.

PROPOSAL BOOKLET AND OFFER SUBMITTAL:

It is the responsibility of the Bidder to verify that this proposal is complete as listed in the Table of Contents. The Bidder is responsible for submitting all required forms and documents with the offer. Offerors should use the Checklist for Bid Submittal included in this booklet to check that their bids are complete. **New Questionnaire Form on Calendar Days with required signature.**

CONSTRUCTION CONTRACTS:

As stated in FAR Clause 52.236-1, the **Contractor shall perform on the site, and with its own organization, work equivalent to at least 50%.** Additional guidance is given in FAR Subpart 35.005 where the majority of the project work is complex and specialized such as restoration work, bridge painting, and proprietary construction techniques (i.e. proprietary Cintec arch strengthening.) There are exceptions and they will be reviewed on a case-by-case basis.

HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA:

As required by FAR Clause 52.223-3, Hazardous Materials Identification and Safety Data, the apparent low Offeror must submit prior to award a Material Safety Data Sheet (MSDS's) for all hazardous materials that the Offeror identifies in paragraph (b) of this clause in the D-pages of this booklet. Failure to submit MSDS's may render the Offeror ineligible for award of contract. The apparent low Offeror should submit their MSDS's within two weeks after bid opening.

ATTENTION LARGE BUSINESSES - UTILIZATION OF SMALL BUSINESS CONCERNS:

Large business Offerors should note their responsibilities in the awarding of subcontracts in accordance with FAR Clause 52.219-8, Utilization of Small Business Concerns. The offeror, if a large business concern, should note its responsibility to establish and conduct a Subcontracting Plan in accordance with FAR Clause 52.219-9, Alternate I, Small Business Subcontracting Plan. If the apparent Low Offeror is a LARGE BUSINESS it will be required to submit a Subcontracting Plan within 2 weeks of receipt of request from the Contracting Officer. If the apparent low offeror fails to submit a subcontracting plan acceptable to the Contracting Officer within the allowable time, the offeror may be ineligible for award of the contract. PLEASE NOTE: A sample plan is included in this solicitation package as a separate document for your use.

FINANCING ASSISTANCE: Minority, Women-owned, and Disadvantaged Business Enterprises (DBE's). The Department of Transportation (DOT) offers working capital financing assistance for transportation related contracts. DOT's Short-Term Lending Program (STLP) offers lines of credit to finance accounts receivable. Maximum line of credit is \$750,000 with interest at the prime rate. For further information, call (800) 532-1169. Internet address: <http://osdbuweb.dot.gov>.

INTERNET BASED DATA BASES - REQUIRED INPUT: According to the FAR Subpart 4.1102 contractors **MUST** be registered in Central Contractor Registration (CCR) **prior** to the award of any contract. Access the following web site to register: www.ccr.gov

According to the FAR Subpart 4.1201 contractors **MUST** complete their Online Annual

Representations and Certifications Application (ORCA) **prior** to the closing date of the bid on line at <http://orca.bpn.gov/>.

According to the FAR Subpart 22.1302 (b) contractors and sub-contractors **MUST** complete the required Annual Vets-100 Form in order to be eligible for a contract award. It can be completed on-line at <https://vets100.vets.dol.gov/>.

NOTICE TO BIDDERS - (CONT'D.)

This should be completed before submitting a bid package.

PAYMENT:

Offerors are advised to review the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP), subsection 109.05, concerning **direct** and **indirect** payment included under a pay item in the bid schedule.

PROGRESS PAYMENTS:

ALL payments will be made via Electronic Funds Transfer (EFT) as such; the payment information in the CCR must be accurate in order for contractors' invoices to be considered proper invoices for the purpose of prompt payment under DOT contracts. Contractors must input and maintain (update as necessary) their EFT information in the CCR database. Offerors are advised that under FAR Clause 52.232-5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in the FP, "Section 151 - MOBILIZATION", payments for performance and payment bond premiums shall be included in mobilization.

WELFARE-TO-WORK INITIATIVE:

The President's Welfare Reform Bill was initiated to assist welfare recipients and hopefully aid welfare recipients to find gainful employment. In support of this bill, Contractors are encouraged to hire welfare recipients whenever possible and to use welfare recipients in performance of duties on Government contracts.

INCREASING SEAT BELT USE IN THE UNITED STATES:

The President's Executive Order 13043 dated April 16, 1997, was issued to increase the use of seat belts in the United States. In support of this Order, contractors and subcontractors are encouraged to adopt and enforce on-the-job seat belt policies for their employees when operating company-owned, rented, or personally owned vehicles.

OBTAINING BID DOCUMENTS:

Bid documents **will not be** mailed. All bid documents are available for direct download from the Federal Business Opportunities (FBO) website:

<https://www.fbo.gov/index?s=opportunity&mode=list&tab=list&cck=1&au=&ck=>

Type DTFH71 in Keywords/Sol. # Block then click on GO, or the Eastern Federal Lands Highway Division website: <http://www.efl.fhwa.dot.gov/contracting/Documents.aspx>

Contractors are encouraged to register on the FBO website (for this specific project) in order to receive Email Notifications automatically when a document is added or updated for this specific project. All questions about this construction project must be emailed to the following address:

eflhd.contracts@fhwa.dot.gov.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MONITORING THE WEB PAGES NOTED ABOVE FOR ALL CHANGES TO THE SOLICITATION AND ACTING ON SAID CHANGES.

PLEASE NOTE: for security reasons, individuals requiring access to all government buildings must present a valid photo ID and be escorted to their destination by a Government employee. All visitors attending bid openings are urged to arrive at least 1 hour prior to schedule bid opening. All visitors must register with the receptionist in Room 100. A Government employee will collect all bids. Prior to bid opening, a Government employee will escort all bidders to the bid opening. Unescorted visitors will be denied entry and no exceptions will be made.

CHECKLIST FOR BID SUBMISSION

The following is a checklist of items included in the proposal/bid package that are required to be completed and returned (or filled in on-line) to the address in Block 8 of the Standard Form 1442, Solicitation, Offer, and Award (page A-1). This checklist is for informational purposes only and is not required to be filled out by the bidder. **Failure to submit a complete bid may be cause to reject your bid.**

1. Bid Envelope:

- a. Addressed as shown in Block 8 of Page A-1 ☐
- b. In lower left corner, indicate Solicitation No., Project Name & Number, time for Receipt of Offers and send to Room 105. ☐

2. Standard Form 1442: Solicitation, Offer and Award (Pages A-1 and A-2)

- a. Block 14: Name and Address of Bidder. ☐
- b. Block 15: Telephone Number of Bidder. ☐
- c. Block 16: Remittance Address if different from Block 14. ☐
- d. Block 19: **All** Amendments Acknowledged, with dates of Amendments. ☐
- e. Block 20: Bid is signed and dated. ☐

3. Bid Schedule - (Pages B-1 through B-3)

- a. Unit bid price and bid amount provided for each pay item in numbers. ☐
- b. Corrections initialed. ☐
- c. Price Evaluation eligibility is indicated on the Bid Summary page. ☐

4. Standard Form 24, Bid Bond (Pages C-1 through C-2) (Required if bid guarantee is bid bond)

- a. Date executed ☐
- b. Legal name and address of bidder. ☐
- c. Type of organization. ☐
- d. State of incorporation (if applicable). ☐
- e. Name and business address of Treasury approved surety. ☐
- f. Penal sum of bond (not less than 20% of bid total). ☐
- g. Bid identification. ☐
- h. Signature of Bidder ☐
- i. Seal, if corporation ☐
- j. Signature of Surety ☐
- k. Seal, if corporation ☐

BIDS RECEIVED WITHOUT A VALID BID BOND WILL BE REJECTED.

5. Power of Attorney.

- a. Dated on or before execution date of bond ☐
- b. Power has original signature of surety, or is embossed with surety's seal in the certification section ☐

BIDS RECEIVED WITHOUT A VALID POWER OF ATTORNEY WILL BE REJECTED.

CHECKLIST FOR BID SUBMISSION

6. Fill In's. The following full text Clauses and/or Provision numbers shall be checked or filled in and return with the bid package:

- a. 52.219-4 – HubZone ONLY - See Section F, Clause 52-219-4, paragraph "C", check block if wavier is applicable.

☐

7. Bidder's Qualifications form (provided separately as part of the Bid Documents Package). Form completed, signed and submitted with bid

☐

8. Bidder's Questionnaire on Calendar Days signature required (if not completed bid shall be found non-responsive).

☐

9. Sub-Contracting Plan - Large Businesses Only: Submittal with the bid is not mandatory, **but it is encouraged**, as it will speed up the award process should your firm be the apparent low bid.

☐

THE FOLLOWING THREE ITEMS ARE NOT TO BE SUBMITTED WITH THE BID; BUT FAILURE TO COMPLETE THE REQUIREMENTS WILL BE CAUSE TO REJECT THE BID.

10. Central Contractor Registration (CCR): The Contractor is currently registered in the Internet-Based CCR database at <http://www.ccr.gov>.

☐

11. Online Representations and Certifications Application (ORCA): The Contractor's Representations and Certifications have been input online via the Internet-Based ORCA electronic database at <http://orca.bpn.gov>.

☐

12. Vets100 Reporting: The Contractor has completed the annual Internet-Based reporting requirement online at <http://vets100>.

☐

NOTE: THE CONTRACTOR IS FULLY RESPONSIBLE TO VERIFY THAT ALL DATA IN THE THREE DATABASES IS CORRECT EACH TIME A BID PACKAGE IS SUBMITTED. FAILURE PROPERLY INPUT AND/OR UPDATE YOUR DATA MAY CAUSE THE BID TO BE REJECTED.

Bidders Qualification questionnaire regarding the preparation of the bid for time:

- 1) Does the bid for time include the impact of normal weather conditions on the work of the Contract?
- 2) Does the bid for time include the impact of the terms of the Contract Specifications regarding work restrictions - including all identified delays, suspensions, and shut-downs?
- 3) Does the bid for time include sufficient time to allow that all contract work can be completed within contract time without the imposition of liquidated damages?
- 4) Does the bid for time include time for the review and approval process for all submittals required by the Contract?
- 5) Does the bid for time include time for the review and approval process for required drawings submitted under Subsection 104.03 of the Specifications?
- 6) Does the bid for time include the lead time required for the procurement, manufacture, and delivery of materials that are to be incorporated into the Contract work?
- 7) Does the bid for time include sufficient time to accommodate the fact that the date of Notice to Proceed is conditional upon the Government awarding the contract up to 60 days after the bid opening?
- 8) Does the bid for time include the 14 days after the award of the Contract that the Contractor has to provide Performance and Payment bonds?
- 9) Does the bid for time include sufficient time to accommodate the fact that the Contracting Officer has up to 30 days after receipt of acceptable Performance and Payment bonds to issue the Notice to Proceed?

I hereby certify that the answer to each and every one of the questions listed above is yes.

Signature of Authorized Representative

Title

Date

Note: If the questionnaire is not signed the bid shall be found non-responsive and rejected.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. Solicitation No. DTFH71-08-B-00039	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)	3. Date Issued 09/04/08	Page of Pages 1 OF 4
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. Contract No.	5. Requisition/Purchase Request No.	6. Project No. PRA-CUVA 18(1) 164(1)		
7. Issued By: Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center, Room 105 21400 Ridgetop Circle Sterling, Virginia 20166-6511	CODE: N/A:	8. Address Offer To: See Block 7		
9. FOR INFORMATION See Blocks 9A & 9B	A. Name: Peggy Schaad	B. Telephone No. (Include area code) (NO COLLECT CALLS) Email All Questions/Inquiries To: eflhd.contracts@fhwa.dot.gov		

See Continuation
of SF 1442

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

10. The Government requires performance of the work described in these documents (title, identifying no., date):
This Invitation for Bids is for the Cuyahoga Valley National Park located in Cuyahoga County, Ohio in strict accordance with the Solicitation/Contract instructions, notices, clauses, provisions, *items listed below, and for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

- * FP - Standard Specification for Construction of Roads & Bridges on Federal Highway Projects.
- * Bid Schedule, Section B - pages B-1 through B-3.
- * Special Contract Requirements, Section J - pages J-1 through J-27.
- * Plans (Drawings), Sheets 1 through 38.
- * Permits, Pages 1 through 42.

11. The Contractor shall begin performance within **10** calendar days and complete it within calendar days after receiving

☐ Award, ☒ Notice to Proceed. This performance period is ☒ mandatory, ☐ negotiable. (See *Continuation Sheet)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) ☒ YES ☐ NO SEE SUBSECTION 102.06 OF FP.

12B. CALENDAR DAYS
Within **14** calendar days after
Notice of Award

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Offers in original and **0** copies to perform the work required are due at the place specified in Item 8 by **2:00 PM** local time **09/18/08**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. Name and Address of Offeror (Include ZIP code)	15. Telephone No. (Include area code)
	16. Remittance Address (Include only if different than Item 14)
DUN:	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Government in writing within ___ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS ➡ See Bid Schedule - Section "B" Pages

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.								
DATE								

20a. Name and title of person authorized to sign offer (Type or print)	20B. Signature	20C. Offer Date
--	----------------	-----------------

AWARD (To be completed by Government)

21. Items Accepted:

22. Amount	23. Accounting and appropriation data	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡	ITEM See Block 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 USC 637(a)) <input type="checkbox"/> 41 USC 253(c) ()
26. ADMINISTERED BY Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgetop Circle Sterling, Virginia 20166-6511		27. PAYMENT WILL BE MADE BY: Federal Highway Administration Eastern Federal Lands Highway Division Finance Division, Room 357 21400 Ridgetop Circle Sterling, Virginia 20166-6511

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. Name and Title of Contractor or Person Authorized to Sign (Type or print)		31a. Name of Contracting Officer (Type or print)	
30b. Signature	30C. Date	31b. United States of America BY	31C. Date

CONTINUATION OF SF 1442

Block 2:

This project is **Limited Competition** - Bids will be accepted from the following **List Contractors:**

Burton Scot Contractors
P. O. Box 389
Novelty, Ohio 44072
Contract: Don Abbott
Phone: 440-338-5550

Easton Excavating
1373 State Route 322 East
Orwell, OH 44076
Contact: Tim Easton
Phone: 216-524-8347

Independence Excavating
5720 Schaaf Road
Independence, OH 44131
Contact: Justin King
Phone: 216-524-1700

Cavanaugh Building
1744 Collier Road
Akron, OH 44320
Contact: Tom Cavanaugh
Phone: 330-753- 6658

JD Williamson Construction Company
P. O. Box 113
South Tallmadge, OH 44278
Contact: Steve Harman
Phone: 330-633-1258

QBS, Inc.
1548 Linden Avenue
Alliance, OH 44601
Contact: Harry Thompson
Phone: 330-821-8801

This procurement is made pursuant to Public Law 100-656 Title VII, which established the Small Business Competitiveness Demonstration Program. This procurement falls under North American Industry Classification System (NAICS) code 237310 - Highway, Street, and Bridge Construction (see FAR Subpart 19.10)

The award of this project is subject to a 10% price evaluation preference for eligible HubZone Small Business Concerns (must be on the SBA listing) (see FAR Clause 52.219-4).

Facsimile and electronic bids will not be accepted.

PHYSICAL DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, 2003 Edition, published by the Federal Highway Administration. <http://mutcd.fhwa.dot.gov>.
2. National Park Service Sign Manual, revised - January 1988, United States Department of the Interior. <http://www.nps.gov/npsigns>.
3. Permits

Block 9:

In accordance with FAR Provision 52.236-27, Site Visit, a Government representative can be available to show the project to prospective bidders. **All requests** for site visits see Section E of the solicitation and e-mail all questions concerning this construction project to the following e-mail address eflhd.contracts@fhwa.dot.gov. Interested parties must provide the Solicitation Number and the relevant project name with all requests and questions.

CONTINUATION OF SF 1442

***Block 11:**

The maximum time for completion of the contract is **40** calendar days.

The completion time for the contract will be the time offered by the successful bidder, **not to exceed** the maximum time above.

Notice to Proceed, or date specified in the Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds.

Block 12A:

Furnish performance and payment bonds in accordance with FAR Clause 52.228-15.

Block 13:

A bid guarantee in the amount of not less than 20 percent of the bid price or \$3 million, whichever is less, is required with this bid. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. Reference FAR Provision 52.228-1, Bid Guarantee.

Other:

The estimated price is expected to fall within the price range of **\$250,000 to \$500,000**.

Site Visit:

Date: Thursday, September 11

Time: 9:00 AM

Location: Canal Visitor Center - 7104 Canal Road, Valley View, OH 44125

Responsibility of bidders shall be evaluated in accordance with the information provided on the Bidder's Qualification Form, which can be downloaded from FHWA web site. FP-03 versions can be downloaded at the FHWA web site. FHWA web site is <http://www.efl.fhwa.dot.gov/contracting/Documents.aspx>.

BID SCHEDULE INSTRUCTIONS

PROJECT: PRA-CUVA 18(1), 164(1) Acc Rd

BIDDERS PLEASE NOTE: Before preparing the bid, carefully read the Instructions to Bidders. While preparing the bid, comply with the following:

COMPLETING THE BID SCHEDULE

Complete the Bid Schedule(s) by handwriting in ink or typing. Specify a Unit Bid Price, in figures with cents to only two decimal places, for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. If a Unit Bid Price and Amount Bid have been inserted by the Government for a pay item, do not change the Unit Bid Price and Amount Bid for the pay item. Determine the Bid Total by adding the amounts of the several items, and show in the block provided on **Page B-2**. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

To be eligible for award, bidders must submit prices for each pay item.

Review Subsection 109.05 of the FP regarding scope of payment for direct and indirect payment work.

SCHEDULE OF WORK

The Bid Schedule is comprised of the following:

Schedule A – Construction of a new access road from the Northeast Ohio Sewer District (NEORS) Access Road to Fitzwater Road, and the rehabilitation of the NEORS Access Road within the Cuyahoga Valley National Park. The work includes new roadway aggregate and aggregate surface reconditioning, embankment, installation of concrete barriers, Utility Protection Structure, and other miscellaneous work.

BIDDING OF CALENDAR DAYS

Determine the number of calendar days necessary to complete Schedule A work from Notice To Proceed to contract completion. **Specify the number of calendar days (NOT to exceed the maximum number of calendar days shown in Block 11 of the SF-1442)** in the space provided on the **Bid Summary** page. Failure to specify a number of calendar days for contract completion indicates the bidder accepts the maximum contract completion time provided in Block 11 of the SF-1442.

In developing a construction schedule to determine the number of calendar days included in their bid, bidders should include the work limitations shown in the Special Contract Requirements (SCR's). Specific work limitations may be (but are not limited to): holidays, weekends; rush hours; night work; no work periods; work or traffic control phasing. Bidders are advised to consider those work items that are weather sensitive and when those work items will be performed. Specific work items are (but not limited to): those that require a minimum ambient air temperature (asphalt paving and surface treatment, pavement striping, stone masonry); those that require maintaining a minimum surface temperature (concrete pavement, structural concrete, painting); and those that have specific planting seasons (turf establishment, sod, trees and plants). Bidders are also advised to consider time required for preparing material and drawing submittals, and the allowable Government review times for those submittals (Subsection 104.03 of the FP and SCR's). The total calendar days bid should also include any work limitations and any delay days or contractor winter shutdowns required due to weather sensitive work items.

When evaluating the bids, the Government will consider the Contract Administrative Cost for the project to be \$500 per calendar day bid. The Contract Administrative Cost is only used to determine the Evaluation Total Price of Project.

Add the **Bid Total** and the **Contract Administrative Cost** for Schedule A as directed on the **Bid Summary** page. Show the **Evaluation Total Price of Project** in the space provided on the **Bid Summary** page.

BASIS FOR AWARD

The contract will be awarded to the responsive, responsible bidder with the lowest **Evaluation Total Price of Project**, which is defined as:

Bid Total of Schedule A + Contract Administrative Cost of Schedule A.

The number of calendar days specified by the successful bidder for the completion of Schedule A work will become the performance period for the contract.

NOTE: Contract Administration Cost is used for evaluation and ranking purposes only.

Bid Schedule

Project: PRA CUVA 18(1) & 164(1) ACC RD
 CUYAHOGA MAINTENANCE ACCESS TO FITZWATER MAINTENANCE

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
15101-0000	MOBILIZATION		
	ALL	Lump Sum	\$ _____
15201-0000	CONSTRUCTION SURVEY AND STAKING		
	ALL	Lump Sum	\$ _____
15401-0000	CONTRACTOR TESTING		
	ALL	Lump Sum	\$ _____
15705-0100	SOIL EROSION CONTROL, SILT FENCE		
	3,530		
	LNFT	\$ _____	\$ _____
20101-0000	CLEARING AND GRUBBING		
	1.7		
	ACRE	\$ _____	\$ _____
20201-0000	SELECTIVE CLEARING		
	0.6		
	ACRE	\$ _____	\$ _____
20420-0000	EMBANKMENT CONSTRUCTION		
	3,850		
	CUYD	\$ _____	\$ _____
20701-1400	EARTHWORK GEOTEXTILE, TYPE IV-C		
	400		
	SQYD	\$ _____	\$ _____
20703-2000	GEOGRID, BIAXIAL		
	100		
	SQYD	\$ _____	\$ _____
30301-5000	AGGREGATE SURFACE RECONDITIONING		
	8.00		
	STA	\$ _____	\$ _____
30802-2000	ROADWAY AGGREGATE, METHOD 2		
	1,300		
	TON	\$ _____	\$ _____

Bid Schedule A

Project: PRA CUVA 18(1) & 164(1) ACC RD
 CUYAHOGA MAINTENANCE ACCESS TO FITZWATER MAINTENANCE

Pay Item No.	Estimated Quantity	Unit Bid Price	Amount Bid
60201-0600	18-INCH PIPE CULVERT		
	42		
	LNFT	\$ _____	\$ _____
60210-0600	END SECTION FOR 18-INCH PIPE CULVERT		
	4		
	EACH	\$ _____	\$ _____
61801-0000	CONCRETE BARRIER		
	1,200		
	LNFT	\$ _____	\$ _____
62501-0000	TURF ESTABLISHMENT		
	0.9		
	ACRE	\$ _____	\$ _____
63301-0000	SIGN SYSTEM		
	10		
	EACH	\$ _____	\$ _____
63309-0900	DELINEATOR, TYPE FLEXIBLE		
	55		
	EACH	\$ _____	\$ _____
63501-0000	TEMPORARY TRAFFIC CONTROL		
	ALL	Lump Sum	\$ _____
63701-0000	FIELD OFFICE		
	1		
	EACH	\$ _____	\$ _____
64805-0000	UTILITY PROTECTION STRUCTURE (CUVA Maint. Road Crossing Sta. 201+15 to Sta. 201+90)		
	ALL	Lump Sum	\$ _____
64805-0000	UTILITY PROTECTION STRUCTURE (CUVA Maint. Road Crossing Sta. 209+80 to Sta. 210+80)		
	ALL	Lump Sum	\$ _____

TOTAL \$ _____

Submitted by: _____

Name of Bidder

Bid Schedule A

Project: PRA CUVA 18(1) & 164(1) ACC RD

CUYAHOGA MAINTENANCE ACCESS TO FITZWATER MAINTENANCE

BID SUMMARY

Project PRA-CUVA 18(1), 164(1) Acc Rd
(Complete for Pages B-1 through B-2)

(1) Schedule A Bid Total (from Page B-2) \$ _____

Contract Administrative Cost for Schedule A

Number of calendar days necessary to complete all Schedule A work
from Notice to Proceed (or date specified in the Notice to Proceed) to
completion of Schedule A.

(2) _____ calendar days x \$500 per calendar day = \$ _____

Total Price of Project (for evaluation purposes only)

(1) Bid Total for Schedule A (1) \$ _____
+ (2) Contract Administrative Cost for Schedule A (2) \$ _____

= EVALUATION TOTAL PRICE OF PROJECT \$ _____

Does the Bidder claim the Price Evaluation Preference for HUBZone Small Business
Concerns as defined in FAR Clause 52.219-4?

Yes

☐

No

☐

BID BOND (See instruction on reverse)	DATE BOND EXECUTED (Must not be later than bid opening date)	OMB NO.: 9000-0045
---	--	--------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
		STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, Supplies, or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal	
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.	(Seal)		
	(Seal)	(Seal)			
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT (\$)	
	SIGNATURE(S)	1.	2.	Corporate Seal	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-26 on 06/12/2008)

52.252-2 Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far/

(End of Clause)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.202-01	DEFINITIONS	Jul-04	
52.203-03	GRATUITIES	Apr-84	
52.203-05	COVENANT AGAINST CONTINGENT FEES	Apr-84	
52.203-07	ANTI-KICKBACK PROCEDURES	Jul-95	
52.203-8	CANCEL. & RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-07	
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Aug-00	
52.204-07	CENTRAL CONTRACTOR REGISTRATION	Aug-08	Contractor Mandatory Internet Data Input
52.209-06	PROTECTING GOV. INTEREST WHEN SUBCONTRACTING W/ CONT. DEB. SUSP. OR PROP. FOR DEB.	Sep-06	
52.214-26	AUDIT AND RECORDS--SEALED BIDDING	Oct-97	
52.214-27	PRICE REDUCTION FOR DEFECT. COST OR PRICING DATA-MODIFICATIONS -SEALED BIDDING	Oct-97	
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	Oct-97	
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS	May-04	
52.219-09 ALT 1	SMALL BUSINESS SUBCONTRACTING PLAN (ALT 1 - (Oct 01))	Apr-08	Large Business Mandatory Submittal Requirement
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96	
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	Jan-99	
52.222-03	CONVICT LABOR	Jun-03	
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	Jul-05	
52.222-06	DAVIS-BACON ACT	Jul-05	Contractor Mandatory Wage Rates Posting
52.222-07	WITHHOLDING OF FUNDS	Feb-88	
52.222-08	PAYROLLS AND BASIC RECORDS	Feb-88	Contractor Weekly Payroll Submittals
52.222-09	APPRENTICES AND TRAINEES	Jul-05	
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	Feb-88	
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	Jul-05	
52.222-12	CONTRACT TERMINATION--DEBARMENT	Feb-88	
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	Feb-88	
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Feb-88	
52.222-15	CERTIFICATION OF ELIGIBILITY	Feb-88	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99	
52.222-26	EQUAL OPPORTUNITY	Mar-07	
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Feb-99	
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, & OTHER ELIGIBLE VETERANS.	Sep-06	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-26 on 06/12/2008)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE			
CLAUSE	TITLE	DATE	REMARKS
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98	
52.222-37	EMPLOYMENT. REPORTS ON SPECIAL DISABLED VETS, VETS OF THE VIETNAM ERA, ETAL.	Sep-06	Contractor Annual Mandatory Reporting Requirement
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	Dec-04	Contractor Mandatory Postings
52.223-05	POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION	Aug-03	
52.223-06	DRUG-FREE WORKPLACE	May-01	
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03	Contractor Annual Contractor Reporting Requirement
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Jun-08	
52.227-01	AUTHORIZATION AND CONSENT	Dec-07	
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Dec-07	
52.227-04	PATENT INDEMNITY-CONSTRUCTION CONTRACTS	Dec-07	
52.228-02	ADDITIONAL BOND SECURITY	Oct-97	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	Contractor Submittal Requirement
52.228-11	PLEDGES OF ASSETS	Feb-92	
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Oct-95	
52.228-14	IRREVOCABLE LETTER OF CREDIT	Dec-99	
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Nov-06	Contractor Submittal Requirement
52.229-03	FEDERAL, STATE, AND LOCAL TAXES	Apr-03	
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	Sep-02	Contractor Submittal Requirement
52.232-17	INTEREST	Jun-96	
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86	
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Sep-05	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	Oct-03	
52.233-01 ALT I	DISPUTES (Alt-I, Dec-91)	Jul-02	
52.233-03	PROTEST AFTER AWARD	Aug-96	
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Oct-04	
52.236-02	DIFFERING SITE CONDITIONS	Apr-84	
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Apr-84	
52.236-05	MATERIAL AND WORKMANSHIP	Apr-84	
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR	Apr-84	
52.236-07	PERMITS AND RESPONSIBILITIES	Nov-91	
52.236-08	OTHER CONTRACTS	Apr-84	
52.236-09	PROTECTION OF EXIST. VEGETATION., STRUCTURES., EQUIPMENT., UTILITIES, & IMPROVEMENTS	Apr-84	
52.236-10	OPERATIONS AND STORAGE AREAS	Apr-84	
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Apr-84	
52.236-12	CLEANING UP	Apr-84	
52.236-13	ACCIDENT PREVENTION	Nov-91	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-26 on 06/12/2008)

FAR & TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Apr-84	Contractor Submittal Requirement
52.236-17	LAYOUT OF WORK	Apr-84	
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	Feb-97	
52.236-26	PRECONSTRUCTION CONFERENCE	Feb-95	
52.242-13	BANKRUPTCY	Jul-95	
52.242-14	SUSPENSION OF WORK	Apr-84	
52.243-04	CHANGES	Jun-07	
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS	Mar-07	
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	Jun -07	
52.246-12	INSPECTION OF CONSTRUCTION	Aug-96	
52.248-03 ALT I	VALUE ENGINEERING-CONSTRUCTION (Alt-I, Apr-84)	Sep-06	
52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(SHORT FORM)	Apr-84	
52.249-02 ALT I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (Alt-I, Sep-96)	May-04	
52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION)	Apr-84	
52.253-01	COMPUTER GENERATED FORMS	Jan-91	

TAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE	TITLE	DATE	REMARKS
1252.211-70	INDEX FOR SPECIFICATIONS	Apr-05	
1252.242-73	CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE	Oct-94	

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
52.217-03	EVALUATION EXCLUSIVE OF OPTION	Apr-84	
52.217-04	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	Jun-88	
52.217-05	EVALUATION OF OPTIONS	Jul-90	

CONTRACT CLAUSES INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-26 on 06/12/2008)

FAR & TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-12	LIQUIDATED DAMAGES-CONSTRUCTION	Sep-00	H	CONSTR. CONTRACT REQS.	Government Fill In
52.211-18	VARIATION IN ESTIMATED QUANTITY	Apr-84	H	CONSTR. CONTRACT REQS	
52.219-4	NOTICE OF PRICE EVALUATION. PREFERENCE FOR HUBZONE SB CONCERNS	Jul-05	F	SOCIOECON PROG REQS	Contractor Fill-In
52.222-23	NOTICE OF REQ. FOR AFFIRMATIVE ACTION TO ENSURE E.E.O.	Feb-99	F	SOCIOECON PROG REQS	Contractor Reporting Requirements
52.223-03 ALT I	HAZARDOUS MAT. IDENT. & MATERIAL SAFETY DATA (Alt-I, Jul-95)	Jan-97	G	GEN'L CONTRACT REQS.	Contractor Submittal Requirements
52.223-09	EST. OF % OF REC. MAT. CONTENT FOR EPA DESIGN. PRODUCTS	May 08	G	GEN'L CONTRACT REQS	Contractor Reporting Requirement
52.225-09	BUY AMERICAN ACT-CONSTRUCTION MATERIALS	Jan 05	F	SOCIOECON PROG REQS	Government & Contractor Fill In's
52-236-01	PERFORMANCE OF WORK BY THE CONTRACTOR	Apr -84	H	CONSTR. CONTRACT REQS	Government Fill In
52.236-04	PHYSICAL DATA	Apr-84	H	CONSTR. CONTRACT REQS.	Government Fill In

TAR CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
FAR PT 22.9	NONDISCRIMINATION BECAUSE OF AGE POLICY	Feb-64	F	SOCIOECON PROG REQS	Policy Statement - Not A Clause

(End of Clauses Index)

CONTRACT PROVISIONS INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-26 on 06/12/2008)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.arnet.gov/far/

(End of Clause)

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
52.211-06	BRAND NAME OR EQUAL	Aug-99	
52.214-03	AMENDMENTS TO INVITATIONS FOR BIDS	Dec-89	
52.214-04	FALSE STATEMENTS IN BIDS	Apr-84	
52.214-05	SUBMISSION OF BIDS	Mar-97	
52.214-06	EXPLANATION TO PROSPECTIVE BIDDERS	Apr-84	
52.214-07	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	Nov-99	
52.214-18	PREPARATION OF BIDS--CONSTRUCTION	Apr-84	
52.214-19	CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION	Aug-96	
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIAL.	May-02	

TAR PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE	DATE	REMARKS
-----------	-------	------	---------

CONTRACT PROVISIONS INDEX

FEDERAL ACQUISITION REGULATION (FAR) & TRANSPORTATION ACQUISITION REGULATION (TAR)

(Updated thru FAC 2005-26 on 06/12/2008)

FAR PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
52.204-08	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	Jan 06	D	REPS. & CERTIFICATIONS	Mandatory Contractor On-Line Input
52.211-04	AVAILABILITY FOR EXAM. OF SPECS NOT LISTED IN GSA INDEX OF FED SPECS/STANDARDS & COM. ITEM DESCRIPTION	Jun-88	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.216-01	TYPE OF CONTRACT	Apr-84	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.228-01	BID GUARANTEE	Sep-96	E	INSTRUCTIONS TO BIDDERS	Contractor Submittal Requirement
52.233-02	SERVICE OF PROTEST	Aug-96	E	INSTRUCTIONS TO BIDDERS	Government Fill In.
52.236-27	SITE VISIT (CONSTRUCTION)	Feb-95	E	CONSTR. CONTRACT REQS.	Government Fill In.
OTHER PROVISIONS INCORPORATED BY FULL TEXT					
PROVISION	TITLE	DATE	SECTION	SECTION TYPE	REMARKS
NONE					

(End of Provisions Index)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION PROVISIONS

REPRESENTATIONS AND CERTIFICATIONS

Annual Representations and Certifications. Prospective contractors shall complete electronic annual representations and certifications on-line at this web address: <http://orca.bpn.gov> (See FAR 4.1201) in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102).

Vets100 Form must also be filled-in online at <http://vets100.cudenver.edu/> in accordance with FAR Clause 52.222-37.

Contractors are not eligible for award without completing these requirements.

4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.
(End of Provision)

52.204-8

52.204-8 – Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:
Annual Representations and Certifications (Jan 2006)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is **\$31,000,000**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR

(End of Section D)

**FEDERAL ACQUISITION REGULATION &
TRANSPORTATION ACQUISITION REGULATION PROVISIONS
INSTRUCTIONS TO BIDDERS**

52.211-4

**AVAILABILITY FOR EXAMINATION OF
SPECIFICATIONS NOT LISTED IN THE GSA
INDEX OF FEDERAL SPECIFICATIONS,
STANDARDS AND COMMERCIAL ITEM
DESCRIPTIONS (JUN 1988)**

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

**FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
21400 RIDGETOP CIRCLE
STERLING, VIRGINIA 20166-6511**

Send an email to the following address to make an appointment: **eflhd.contracts@fhwa.dot.gov**

TIME(S) FOR VIEWING: 8 A.M. TO 4 P.M.

All documents are available for direct download from the following website:
www.efl.fhwa.dot.gov/procurement/procurement.htm

(End of Provision)

52.216-1

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm-fixed-price** contract resulting from this solicitation.

(End of Provision)

52.233-2

SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
21400 RIDGETOP CIRCLE
STERLING, VIRGINIA 20166-6511**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.236-27

**Site Visit (Construction).
(Feb 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

Alternate 1 (Feb 1995). If an organized site visit will be conducted, substitute a paragraph substantially the same as the following for paragraph (b) of the basic provision:

(b) An organized site visit has been scheduled for --

**Date: Thursday, September 11
Time: 9:00 AM**

(c) Participants will meet at --

**Location: Canal Visitor Center
7104 Canal Road
Valley View, OH 44125**

(End of Provision)

Please send all questions concerning construction projects to eflhd.contracts@fhwa.dot.gov. Include the solicitation number, project name, number, requesting firm, address, a point of contact and telephone number.

(End of Section E)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-1

SOCIOECONOMIC PROGRAM REQUIREMENTS

52.219-4

Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

(Oct 2004)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.*

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offer elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

FAR SUBPART 22.9

NONDISCRIMINATION BECAUSE OF AGE (FEB 96)

22.901 Policy. Executive Order 11141, February 12, 1964 (29 CFR 2477), states that the Government policy is as follows:

(a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-2

SOCIOECONOMIC PROGRAM REQUIREMENTS

(c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.
(End of Policy Statement)

52.222-23

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
16.1%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

(1) its implementation of the Equal Opportunity clause,

(2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and

(3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the

Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is as follows:

Cuyahoga County, Ohio

(End of Provision)

52.225-9

Buy American Act-Construction Materials. (Jan 2005)

(a) *Definitions.* As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-3

SOCIOECONOMIC PROGRAM REQUIREMENTS

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means-

(1) An un-manufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph 2 of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-4

SOCIOECONOMIC PROGRAM REQUIREMENTS

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]			

(End of Clause)

52.225-10 -- Notice of Buy American Act Requirement— Construction Materials.

As prescribed in [25.1102](#)(b)(1), insert the following provision:

Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* “Construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign

construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2002). As prescribed in [25.1102](#)(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

52.225-11

Buy American Act—Construction Materials under Trade Agreements. (Nov 2006)

(a) *Definitions.* As used in this clause--

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-5

SOCIOECONOMIC PROGRAM REQUIREMENTS

“Caribbean Basin country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Free Trade Agreement country construction material means” a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Foreign construction material” means a construction material other than a domestic construction material.

“Least developed country construction material” means a construction material that--

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-6

SOCIOECONOMIC PROGRAM REQUIREMENTS

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient

and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier;
and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-7

SOCIOECONOMIC PROGRAM REQUIREMENTS

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

Alternate I (Nov 2006). As prescribed in [25.1102\(c\)\(3\)](#), add the following definitions of “Bahrainian construction material” and “Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain into a new and different construction material distinct from the materials from which it was transformed.

“Mexican construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Mexico; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except NAFTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic, or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

52.225-12

Notice of Buy American Act Requirement— Construction Materials Under Trade Agreements. (Jan 2005)

(a) *Definitions.* “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

F-8

SOCIOECONOMIC PROGRAM REQUIREMENTS

request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate II (Nov 2006). As prescribed in [25.1102](#)(d)(3), add the definitions of "Bahrainian construction material" and

"Mexican construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Section F)

MINIMUM WAGE SCHEDULE

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

GENERAL DECISION: OH20080002 08/15/2008 OH2

Date: August 15, 2008

General Decision Number: **OH20080002** 08/15/2008

Superseded General Decision Number: OH20070002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	03/07/2008
3	04/04/2008
4	05/02/2008
5	06/06/2008
6	07/04/2008
7	08/01/2008
8	08/15/2008

BRKY0007-003 06/01/2008

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.80	14.88

BROH0001-001 07/01/2007

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM & WILLIAMS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.90	7.83

* BROH0001-004 06/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.75	8.60

 BROH0003-002 07/01/2007

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS & WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.89	11.98

BROH0005-003 05/01/2008

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 29.47	10.50
SANDBLASTERS.....	\$ 29.72	10.50
SEWER BRICKLAYERS; STACK		
BUILDERS; & SWING SCAFFOLDS.	\$ 29.97	10.50

BROH0006-005 05/01/2008

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.58	10.15

BROH0007-005 06/01/2007

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 27.45	10.25

* BROH0007-010 06/01/2008

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 27.47	7.55

* BROH0008-001 06/01/2008

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford) & MAHONING, and the city of Youngstown

	Rates	Fringes
BRICKLAYER.....	\$ 24.55	13.23

 * BROH0009-002 07/01/2008

BELMONT, JEFFERSON (Warren & Mt. Pleasant Townships & the Village of Dillonvale) & MONROE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 23.00	13.75
Refractory.....	\$ 27.22	13.75

 BROH0010-002 07/01/2008

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.20	12.11

 BROH0014-002 07/01/2005

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.01	8.85

 BROH0016-002 05/01/2008

ASHTABULA, GEAUGA & LAKE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 28.99	10.70

 * BROH0018-002 06/01/2008

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.11	9.49

 BROH0022-004 07/01/2007

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) & SHELBY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.20	9.24

 BROH0032-001 06/01/2008

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.71	11.00

BROH0035-002 07/01/2007

ALLEN, AUGLAIZE, MERCER & VAN WERT

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.08	9.82

BROH0039-002 06/01/2008

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.62	13.85

BROH0040-003 06/01/2007

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE & WYANDOT
 (Except Crawford, Ridge, Richland & Tymochtee Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.61	13.20

Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

 BROH0043-002 06/01/2007

TRUMBULL COUNTY (Except city of Youngstown)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 26.25	10.48

* BROH0044-002 06/01/2008

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver,		

Buffalo, Seneca & Wayne

Townships) & PERRY

COUNTIES:.....\$ 24.70 9.65

BROH0045-002 06/01/2008

FAYETTE, JACKSON, PIKE, ROSS & VINTON

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.72	9.35

BROH0046-002 06/01/2007

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) & WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships), & the islands of Lake Erie north of Sandusky.

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 25.18	13.20

Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2007

ATHENS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.88	9.90

BROH0052-003 06/01/2007

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) & WASHINGTON

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 24.32	9.90

BROH0055-003 06/01/2008

DELAWARE, FRANKLIN, MADISON, PICKAWAY & UNION

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 27.09	10.11

CARP0003-004 05/01/2008

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 23.61	11.96

CARP0069-003 05/01/2008

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 23.78	10.53

CARP0069-006 05/01/2008

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 22.44	9.91

CARP0171-002 05/01/2008

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 23.19	12.20

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER		
DEFIANCE, FULTON, HANCOCK,		
HENRY, PAULDING & WILLIAMS		
COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2008

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 29.50	11.17

CARP0372-002 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 23.18	13.28

CARP0639-003 05/01/2008

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 27.41	11.50

CARP0735-002 05/01/2008

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 23.07	10.15

CARP1311-001 05/01/2008BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON,
LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 25.80	9.69
Diver.....	\$ 38.70	9.69

CARP1393-002 07/01/2008CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2008

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 42.08	11.95
Piledrivermen; Diver, Dry.....	\$ 28.05	11.95

CARP1871-008 05/01/2008

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA,
PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 42.00	12.67
Piledrivermen; Diver, Dry.....	\$ 28.00	12.67

CARP1871-014 05/01/2008

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 34.88	11.54
Piledrivermen; Diver, Dry.....	\$ 23.25	11.54

CARP1871-015 05/01/2008

COSHOCOTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 33.53	10.69
Piledrivermen; Diver, Dry.....	\$ 22.35	10.69

CARP1871-017 05/01/2008

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 36.54	12.19
Piledrivermen; Diver, Dry.....	\$ 24.36	12.19

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

CARP2264-004 01/01/2002

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 23.82	8.48

CARP9904-001 05/01/2000

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON & WASHINGTON

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 21.86	5.27
Diver.....	\$ 32.79	5.27

ELEC0008-002 04/23/2007

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 33.67	15.45
ELECTRICIAN.....	\$ 32.07	15.37

ELEC0032-003 06/01/2008

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.05	11.91

ELEC0032-004 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 20.27	4.12+a
Groundman Truck Driver.....	\$ 14.43	3.63+a
Lineman.....	\$ 22.52	4.31+a

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of
the workday prior to Christmas or New Year's Day

ELEC0038-002 05/05/2008

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &

LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 33.78	15.63

ELEC0038-008 05/01/2006		

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 21.20	8.12+a+b
Installer Technician.....	\$ 20.45	8.04+a+b

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0064-003 12/03/2007		
COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)		
	Rates	Fringes
ELECTRICIAN.....	\$ 28.25	11.92`

ELEC0071-001 05/29/2006		

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships) & WASHINGTON

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 25.47	9.78

Groundmen.....	\$ 18.40	8.38
Linemen; Cable Splicers.....	\$ 28.30	10.34

ELEC0071-004 05/29/2006

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,
MONTGOMERY, PREBLE & SHELBY

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 25.47	9.78
Groundman.....	\$ 18.40	8.38
Lineman.....	\$ 28.30	10.34

ELEC0071-005 06/05/2006

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
Line Construction		
Cable Splicer; Lineman.....	\$ 35.30	12.07
Equipment Operator.....	\$ 31.77	11.34
Groundman.....	\$ 24.71	9.88

ELEC0071-008 05/29/2006

COLUMBIANA, MAHONING & TRUMBULL

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 25.47	9.78
Groundman.....	\$ 18.40	8.38
Lineman.....	\$ 28.30	10.34

ELEC0071-010 05/29/2006

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT & WAYNE

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 25.47	9.78
Groundman.....	\$ 18.40	8.38
Lineman.....	\$ 28.30	10.34

ELEC0071-013 05/29/2006

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
--	-------	---------

Line Construction

Equipment Operator.....	\$ 25.47	9.78
Groundman.....	\$ 18.40	8.38
Lineman.....	\$ 28.30	10.34

ELEC0082-002 06/02/2008CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 29.45	10.94

ELEC0082-006 05/24/2004CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 9.14	4.91
Installer/Technician.....	\$ 18.28	6.32

ELEC0129-003 03/01/2001

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.25	6.85

ELEC0129-004 09/01/2001

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 27.25	6.85

ELEC0141-003 09/03/2007

BELMONT

	Rates	Fringes
CABLE SPLICER.....	\$ 25.41	18.17
ELECTRICIAN.....	\$ 25.16	18.17

ELEC0212-003 11/01/2000

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 9.00	2.64
Installer.....	\$ 18.00	3.475

ELEC0212-005 06/04/2007

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
ELECTRICIAN.....	\$ 25.56	11.25

ELEC0245-003 08/28/2006DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 35.85	20.25%+4.80+a
Groundman/Truck Driver.....	\$ 18.64	20.25%+4.80+a
Heli-arc Welding.....	\$ 31.47	20.25%+4.80+a
Lineman.....	\$ 31.17	20.25%+4.80+a
Operator - Class 1.....	\$ 24.94	20.25%+4.80+a
Operator - Class 2.....	\$ 21.82	20.25%+4.80+a
Traffic Signal & Lighting		
Technician.....	\$ 28.05	20.25%+4.80+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-006 10/29/2007CARROLL (South of Fox, Harrison, Rose & Washington Townships),
COLUMBIANA (South of Butler, Fairfield, Knox, Salem & Unity Townships), HARRISON & JEFFERSON

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	18.29+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday

* ELEC0306-005 05/26/2008

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 33.52	5%+11.76
ELECTRICIAN.....	\$ 31.04	5%+11.76

* ELEC0317-002 06/01/2008

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 30.79	17.97
ELECTRICIAN.....	\$ 29.32	17.93

ELEC0317-008 06/01/1998

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Cable Splicers.....	\$ 23.66	8.48
Equipment Operators.....	\$ 17.14	8.25
Groundmen.....	\$ 13.92	8.14
Linemen.....	\$ 21.42	8.40

ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver...	\$ 14.65	8.18
Line Equipment Operator.....	\$ 19.02	8.69
Lineman; & Cable Splicer....	\$ 21.86	9.01

ELEC0540-005 05/28/2007

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn,

Clay, Rush & York Townships), & WAYNE (South of Baughman, Chester, Green & Wayne Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 26.69	15.63

ELEC0573-003 06/02/2008

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships) & TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 29.60	12.31

ELEC0575-001 06/02/2008

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 29.60	11.79

ELEC0648-001 09/04/2006

BUTLER & WARREN (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 25.30	8.80
ELECTRICIAN.....	\$ 24.80	8.80

ELEC0673-004 06/02/2008

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) & LAKE

	Rates	Fringes
CABLE SPLICER.....	\$ 30.15	15.00
ELECTRICIAN.....	\$ 29.90	15.00

 ELEC0683-002 06/02/2008

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON,
 PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison,
 Monroe, Muhlenberg, Scioto, Walnut & Washington Townships) &
 UNION

	Rates	Fringes
CABLE SPLICER.....	\$ 29.35	11.70
ELECTRICIAN.....	\$ 28.75	11.68

ELEC0688-003 05/28/2008

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley &
 Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard,
 Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown &
 Jefferson Townships), MARION, MORROW, RICHLAND & WYANDOT
 (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 25.33	13.53

ELEC0867-001 06/01/1998

ERIE

	Rates	Fringes
Line Construction		
Lineman; Cable Splicer; &		
Equipment Operator.....	\$ 20.75	4.09
Truck Driver (Winch)		
Groundman; & Groundman.....	\$ 13.49	3.87

ELEC0972-002 06/01/2007

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox,
 Madison, Vinton & Wilkesville Townships) & WASHINGTON

	Rates	Fringes
CABLE SPLICER.....	\$ 27.73	17.75
ELECTRICIAN.....	\$ 27.48	17.74

ELEC1105-001 06/01/2008

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller,
 Milford, Hilliar, Butler, Harrison, Pleasant & College
 Townships), LICKING, MUSKINGUM, PERRY & TUSCARAWAS (Auburn,
 York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &
 Bucks Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 26.94	11.64

ENGI0018-003 05/31/2008		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,
PORTAGE & SUMMIT

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 30.03	10.81
GROUP 2.....	\$ 29.93	10.81
GROUP 3.....	\$ 28.89	10.81
GROUP 4.....	\$ 27.67	10.81
GROUP 5.....	\$ 22.38	10.81
GROUP 6.....	\$ 30.28	10.81
GROUP 7.....	\$ 30.53	10.81

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer

Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry; Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

ENGI0018-004 05/01/2008

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,

SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN
WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD &
WYANDOT

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 28.54	10.81
GROUP 2.....	\$ 28.42	10.81
GROUP 3.....	\$ 27.38	10.81
GROUP 4.....	\$ 26.20	10.81
GROUP 5.....	\$ 20.74	10.81
GROUP 6.....	\$ 28.79	10.81
GROUP 7.....	\$ 29.04	10.81

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry; Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

ENGI0066-023 06/01/2008

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 34.11	13.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 33.86	13.66
ASBESTOS; HAZARDOUS/TOXIC		

WASTE PROJECTS

GROUP 3 - A & B.....\$ 30.92 13.66
 ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS

GROUP 4 - A & B.....\$ 27.43 13.66
 ASBESTOS; HAZARDOUS/TOXIC
 WASTE PROJECTS

GROUP 5 - A & B.....\$ 24.12 13.66
 HAZARDOUS/TOXIC WASTE
 PROJECTS

GROUP 1 - C & D.....\$ 31.30 13.66
 HAZARDOUS/TOXIC WASTE
 PROJECTS

GROUP 2 - C & D.....\$ 31.09 13.66
 HAZARDOUS/TOXIC WASTE
 PROJECTS

GROUP 3 - C & D.....\$ 28.35 13.66
 HAZARDOUS/TOXIC WASTE
 PROJECTS

GROUP 4 - C & D.....\$ 25.15 13.66
 HAZARDOUS/TOXIC WASTE
 PROJECTS

GROUP 5 - C & D.....\$ 22.11 13.66
 ALL OTHER WORK

GROUP 1.....\$ 28.49 13.66
 ALL OTHER WORK

GROUP 2.....\$ 28.22 13.66
 ALL OTHER WORK

GROUP 3.....\$ 25.77 13.66
 ALL OTHER WORK

GROUP 4.....\$ 22.86 13.66
 ALL OTHER WORK

GROUP 5.....\$ 20.10 13.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile
 Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag
 Attachment; Backhoe; Backhoe with
 Shear attached; Backhoe-Rear Pivotal Swing; Batch
 Plant-Central Mix Concrete; Batch Plant, Portable
 concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug;

Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Fork lift & Lulls; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power

driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 08/01/2008

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield) & SUMMIT (North of Old Rte. #224, including city limits of Barberton)

	Rates	Fringes
--	-------	---------

IRONWORKER

Ornamental; Reinforcing & Structural.....	\$ 28.35	17.83
---	----------	-------

IRON0044-002 06/01/2008

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
--	-------	---------

IRONWORKER

Fence Erector.....	\$ 22.70	16.42
Ornamental; Structural.....	\$ 25.22	16.42

IRON0055-003 07/01/2008

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through

Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 19.75	14.45
Flat Road Mesh.....	\$ 20.75	14.45
Tunnels & Caissons Under		
Pressure.....	\$ 28.50	14.45
All Other Work.....	\$ 28.00	14.45

IRON0147-002 06/01/2007

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT & WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border)

	Rates	Fringes
IRONWORKER.....	\$ 23.02	15.67

IRON0172-002 06/01/2008

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON & WYANDOT (South of Rte. #30)

	Rates	Fringes
IRONWORKER.....	\$ 25.57	15.45

IRON0207-004 06/01/2008

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
--	-------	---------

IRONWORKER

Layout; Sheeter.....	\$ 27.31	16.03
Ornamental; Reinforcing;		
Structural.....	\$ 26.31	16.03

IRON0290-002 06/01/2007

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line)

	Rates	Fringes
--	-------	---------

IRONWORKER

Beyond 25 mile radius of		
L.U. #290 Office, Dayton....	\$ 24.43	15.85
Within 25 mile radius of		
L.U. #290 Office, Dayton....	\$ 24.28	15.85

IRON0348-005 08/01/2003

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
--	-------	---------

IRONWORKER

Structural, excluding		
metal building erection &		
Reinforcing.....	\$ 22.17	13.35

IRON0372-002 06/01/2007

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
--	-------	---------

IRONWORKER, REINFORCING

Beyond 30-mile radius of Hamilton County Courthouse..\$ 25.40	14.85
Up to & including 30-mile radius of Hamilton County Courthouse.....\$ 25.15	14.85

IRON0549-003 07/01/2003

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going
to Adamsville and going from Adamsville through Blue Rock to
the south border)

	Rates	Fringes
IRONWORKER.....\$ 25.82		12.64

IRON0550-004 05/01/2008

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to
Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line
going through Walhonding & Tunnel Hill to the South Co. line),
HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.
#224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.
#224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding
city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....\$ 23.88		16.07

IRON0769-004 06/01/2008

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE
& SCIOTO

	Rates	Fringes
IRONWORKER		
ZONE 1.....\$ 27.12		17.07
ZONE 2.....\$ 27.52		17.07
ZONE 3.....\$ 29.12		17.07

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

IRON0787-003 01/01/2008

ATHENS, MEIGS, MORGAN, NOBLE & WASHINGTON

	Rates	Fringes
IRONWORKER.....	\$ 26.27	15.60

LABO0265-008 05/01/2008

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 25.55	6.70
GROUP 2.....	\$ 25.72	6.70
GROUP 3.....	\$ 26.05	6.70
GROUP 4.....	\$ 26.50	6.70
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 28.16	6.70
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 26.78	6.70
GROUP 2.....	\$ 26.95	6.70
GROUP 3.....	\$ 27.28	6.70
GROUP 4.....	\$ 27.73	6.70
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 25.12	6.70
GROUP 2.....	\$ 25.29	6.70
GROUP 3.....	\$ 25.62	6.70
GROUP 4.....	\$ 26.07	6.70

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Highway Lighting Worker; Signalization Worker; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle

Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2008

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK;		
REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 26.59	10.17
GROUP 2.....	\$ 26.99	10.17
GROUP 3.....	\$ 27.29	10.17
GROUP 4.....	\$ 28.29	10.17
COMMERCIAL REPAINT		
GROUP 1.....	\$ 25.09	10.17
GROUP 2.....	\$ 25.49	10.17
GROUP 3.....	\$ 25.79	10.17

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges
& Open Structural Steel; Tanks - Water Towers; Bridge
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0006-014 07/01/2007

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 24.76	10.69
GROUP 2.....	\$ 25.01	10.69
GROUP 3.....	\$ 25.26	10.69
GROUP 4.....	\$ 25.51	10.69
GROUP 5.....	\$ 25.46	10.69
GROUP 6.....	\$ 25.76	10.69
GROUP 7.....	\$ 26.06	10.69

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush, Spray & Sandblasting Pot Tender

GROUP 2 - Refinery & Refinery Tanks; Surfaces 30 ft. or over
where material is applied to or labor performed on above
ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Solvent-Based Catalized Epoxy Materials of 2 or
More Component Materials, to include Solvent-Based
Conversion Varnish

GROUP 5 - All Methods of Spray, Paint or Any Material applied
with a Pressure Device

GROUP 6 - Solvent Based Material; Sand and Abrasive Blasting

GROUP 7 - Television & Radio Tower, Bridge, Horizontal Cable
& Tank/Stack/Water Tank over 30 ft. (all include
Scaffolding-Brush)

PAIN0006-021 07/01/2007

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
PAULDING, PUTNAM, SHELBY, VAN WERT & WILLIAMS

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.60	8.20
Drywall Finishing & Taping..	\$ 21.50	8.20
Lead Abatement.....	\$ 24.35	8.20
Spray, Sandblasting, Pressure Cleaning & Refinery.....	\$ 23.35	8.20
Swing Stage, Chair, Spiders & Cherry Pickers....	\$ 22.85	8.20
Wallcoverings.....	\$ 21.30	8.20

All surfaces 40 ft. or over where material is applied to or
labor performed on, above ground level (exterior), floor
level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN0012-008 06/14/2008

BUTLER

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 20.49	6.83
GROUP 2.....	\$ 23.10	6.83
GROUP 3.....	\$ 23.60	6.83
GROUP 4.....	\$ 23.85	6.83
GROUP 5.....	\$ 24.10	6.83

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead
Abatement

PAIN0012-010 06/14/2008

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender and Containment Builder....\$ 20.49		6.83
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 24.10		6.83
Brush & Roller.....\$ 23.10		6.83
Sandblasting & Hopper Tender; Water Blasting.....\$ 23.85		6.83
Spray.....\$ 23.60		6.83

PAIN0012-014 05/01/2007

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
& UNION

	Rates	Fringes
PAINTER		
Bridges.....\$ 32.25		8.27
Brush; Roller.....\$ 22.77		8.27
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....\$ 23.47		8.27
Spray.....\$ 23.27		8.27
Stacks; Tanks; & Towers.....\$ 26.28		8.27
Structural Steel & Swing Stage.....\$ 23.07		8.27

PAIN0093-001 12/01/2007

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE & WASHINGTON

	Rates	Fringes
PAINTER		
Base Rate; Power Generating Facilities.....\$ 24.27		9.95
Bridges; Locks; Dams; High Tension Towers; Energized Substations.....\$ 27.17		9.95

PAIN0249-002 05/01/2008

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 22.29	7.48
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 22.70	7.48
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 23.04	7.48
GROUP 4 - Steeplejack Work..	\$ 23.24	7.48
GROUP 5 - Coal Tar.....	\$ 23.79	7.48
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 25.88	7.48
GROUP 7 - Tanks, Stacks & Towers.....	\$ 26.28	7.48
GROUP 8 - Bridge Blaster, Rigger.....	\$ 32.25	7.48

PAIN0356-002 07/01/2007

KNOX, LICKING, MUSKINGUM & PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders & Containment Builders.....	\$ 26.69	6.95
Bridges; Blasters & Riggers..	\$ 33.36	6.95
Brush & Roller.....	\$ 19.66	6.95
Sandblasting; Steam Cleaning; Waterblasting & Hazardous Work.....	\$ 24.58	6.95
Spray.....	\$ 20.16	6.95
Structural Steel & Swing Stage.....	\$ 24.18	6.95
Tanks; Stacks & Towers.....	\$ 27.39	6.95

PAIN0406-002 06/01/2007

ASHLAND, CRAWFORD, MARION, MORROW & RICHLAND

	Rates	Fringes
PAINTER.....	\$ 22.82	8.30

PAIN0438-002 12/01/2007

BELMONT, HARRISON & JEFFERSON

	Rates	Fringes
PAINTER		
Base Rate; Power		
Generating Facilities.....\$	24.10	9.95
Bridges; Locks; Dams; High		
Tension Towers; Energized		
Substations.....\$	27.00	9.95

PAIN0476-001 06/01/2008

COLUMBIANA, MAHONING & TRUMBULL

	Rates	Fringes
PAINTER		
GROUP 1.....\$	22.95	9.40
GROUP 2.....\$	23.15	9.40
GROUP 3.....\$	23.16	9.40
GROUP 4.....\$	23.45	9.40
GROUP 5.....\$	23.60	9.40
GROUP 6.....\$	23.85	9.40
GROUP 7.....\$	24.03	9.40

PAINTER CLASSIFICATIONS

GROUP 1: Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

* PAIN0555-002 06/01/2008

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....\$	24.48	11.47
GROUP 2.....\$	25.57	11.47
GROUP 3.....\$	26.67	11.47
GROUP 4.....\$	28.83	11.47

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0603-002 06/01/2007

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles &		
Stacks; Sandblasting		
Steel; Structural Steel &		
Metalizing.....	\$ 20.71	8.60
Brush & Roller.....	\$ 20.00	8.60
Spray; Tank Interior &		
Exterior.....	\$ 20.53	8.60

PAIN0639-001 05/01/2003

	Rates	Fringes
Sign Painter & Erector.....	\$ 17.57	4.55+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2007

ERIE, HANCOCK, HURON, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
--	-------	---------

PAINTER

Brush & Roller.....	\$ 21.82	8.66
Structural Steel.....	\$ 23.27	8.66

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0841-001 06/01/2007

MEDINA, PORTAGE (South of and including Ohio Turnpike), &
SUMMIT (South of and including Ohio Turnpike)

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 23.05	8.98
GROUP 2.....	\$ 23.70	8.98
GROUP 3.....	\$ 23.80	8.98
GROUP 4.....	\$ 23.90	8.98
GROUP 5.....	\$ 24.30	8.98
GROUP 6.....	\$ 37.70	8.98

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Night Rate, Swing Scaffold, Bosum Chair & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers, Synthetic Exterior, Lead Abatement, Asbestos Removal, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items

PAIN0970-007 12/01/2007

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.23	9.95
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.13	9.95

* PLUM0042-002 07/01/2008ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter,		
Steamfitter.....	\$ 27.50	14.95

PLUM0050-002 06/30/2008DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter,		
Steamfitter.....	\$ 34.01	16.98

PLUM0055-003 05/01/2008ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 31.50	17.75

PLUM0083-001 07/01/2007

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 28.76	14.68

PLUM0094-002 05/01/2007

CARROLL (N. half), STARK & WAYNE

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER.....\$ 26.10 13.92

PLUM0120-002 05/01/2008

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

Rates Fringes

PIPEFITTER.....\$ 33.17 16.10

PLUM0162-002 06/01/2008

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 27.50 16.07

PLUM0168-002 06/01/2008

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 29.73 15.32

PLUM0189-002 06/01/2008

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 30.01 15.48

PLUM0219-002 06/01/2007

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE & SUMMIT (S. of Rte. #303)

Rates Fringes

Plumber and Steamfitter.....\$ 28.56 16.11

* PLUM0392-002 06/01/2008

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 28.39	14.30

PLUM0396-001 06/01/2008COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING & TRUMBULL

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 26.66	14.06

PLUM0495-002 06/01/2008CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon
Townships), COLUMBIANA (Washington & Yellow Creek Townships &
Liverpool Township, Secs. 35 & 36, West of County Rd. #427),
COSHOCOTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South
to State Rte. #78 & from McConnelsville west on State Rte. #37
to the Perry County line), MUSKINGUM, NOBLE & TUSCARAWAS

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 29.23	14.38

PLUM0577-002 06/01/2008ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,
SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 25.70	16.22

PLUM0776-002 07/01/2008

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY & VAN WERT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 29.05	14.85

TEAM0377-003 05/01/2008

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
--	-------	---------

TRUCK DRIVER

GROUP 1.....	\$ 21.93	10.51
GROUP 2.....	\$ 22.35	10.51

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

TEAM0436-002 05/01/2008

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 24.45	10.35
GROUP 2.....	\$ 24.95	10.35

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,
Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,
Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double
Hook-Up Tractor Trailers including Team Track & Railroad
Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor &
Tandem Trailer, Tag Along Trailer, Expandable Trailer or
Towing Requiring Road Permits, Ready-Mix (Agitator or
Non-Agitator), Bulk Concrete Driver, Dry Batch Truck,
Articulated End Dump

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the
identifier do not reflect collectively bargained wage and fringe benefit
rates. Other designations indicate unions whose rates have been determined
to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

GENERAL CONTRACT REQUIREMENTS

52.223-3

Hazardous Material Identification and Material Safety Data. (Jan 1997) Alt I (Jul 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
None	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations

(including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

52.223-9

**Estimate of Percentage of Recovered Material Content
for EPA-Designated Products.**

(MAY 2008)

(a) *Definitions.* As used in this clause—

“Post consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post consumer material content; and

(2) Submit this estimate to:

**Contracting Officer
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, VA 20166.**

(End of Clause)

52.228-15

Performance and Payment Bonds -- Construction

(Nov 2006)

(a) *Definitions.* As used in this clause --

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier’s check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at
<http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

52.248-3

Value Engineering – Construction.

(Feb 2000)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP’s) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP’s, in accordance with paragraph (f) below.

(b) *Definitions.* “Collateral costs,” as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the agency’s overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

“Contractor’s development and implementation costs,” as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

“Government costs,” as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

“Instant contract savings,” as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor’s development and implementation costs, including subcontractors’ development and implementation costs (see paragraph (h) below).

“Value engineering change proposal (VECP)” means a proposal that --

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

- (i) In deliverable end item quantities only; or
- (ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item’s function or characteristics are being altered, and the effect of the change on the end item’s performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor’s allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP’s to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP’s expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer’s award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral

decision made solely at the discretion of the Contracting Officer.

(f) *Sharing* --

(1) *Rates*. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by --

- (i) 45 percent for fixed-price contracts; or
- (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment*. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to --

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Collateral savings*. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) *Subcontracts*. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering -- Construction clause of contract DTFH71-08-C-000XX, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information

contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

(End of Section G)

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES

CONSTRUCTION CONTRACT REQUIREMENTS

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within (**SEE SF 1442, BLOCK 11 FOR NUMBER OF DAYS**) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (**THE TIME INDICATED IN THE CONTINUATION OF THE SF 1442, BLOCK 11**). The time stated for completion shall include final cleanup of the premises. **(End of Clause)**

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (**SEE SUBSECTION 108.04 OF THE FP-96/FP-03 AND/OR SPECIAL CONTRACT REQUIREMENTS FOR AMOUNT**) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. **(End of Clause)**

52.211-18 -- Variation in Estimated Quantity.

As prescribed in [11.703](#)(c), insert the following clause in solicitations and contracts when a fixed-price construction contract is contemplated that authorizes a variation in the estimated quantity of unit-priced items:

Variation in Estimated Quantity (Apr 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an

extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified. **(End of Clause)**

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR. (Apr 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **50** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations (**SEE CONTINUATION OF SF 1442, BLOCK 9**).

(b) Weather conditions: **CONTACT LOCAL OFFICE OF NATIONAL WEATHER SERVICE, U.S. DEPARTMENT OF COMMERCE.**

(c) Transportation facilities: **N/A**

(d) Other Information: **SEE CONTINUATION OF SF 1442, BLOCK 9.**

(End of Clause)

(End of Section H)

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION
SPECIAL CONTRACT REQUIREMENTS

**Project PRA-CUVA 18(1), 164(1) Access Road
CUYAHOGA VALLEY NATIONAL PARK**

The following Special Contract Requirements amend and supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03) U.S. Customary Units, U.S. Department of Transportation, Federal Highway Administration.

Section 101.—TERMS, FORMAT, AND DEFINITIONS

101.04. Delete the definition for "Substantial Completion" and substitute the following:

Substantial Completion -- For conventional bridge and highway work, the point at which all bridge deck and parapet work is completed, all pavement structure and shoulder work is completed, and all permanent signing and striping is in place. In addition, all guardrail, guardwalls, and safety appurtenances within 7 feet of the traveled way is completed. For all other work, the point at which the CO determines the project can be safely and effectively used by the public without further delays, disruption, or other impediments.

Section 102.—BID, AWARD, AND EXECUTION OF CONTRACT

102.04. Add the following:

Furnish documentary evidence as to the ownership and value of the assets pledged in support of the bond and details of the security interest in the assets by the individual sureties for the apparent low bidder within 14 calendar days after the opening of bids. Failure to submit evidence within the time required will be grounds for declaring the surety unacceptable.

In addition, the CO may, after reviewing the Affidavit of Individual Surety and documentary information on the security interest and the assets pledged, by certified mail to the surety's business or residence address (as shown on the bond), request the surety to provide further information and/or documents with respect to any of the documents provided. The CO may require such information to be furnished under oath. Failure of the surety to accept such mail, or failure of the surety to respond with the requested information or documents within 7 business days of receipt of the request, will be cause for rejection of the surety.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

102.06. Add the following after the last paragraph:

Submit the documentary evidence for individual sureties at the same time as the Affidavit of Individual Surety and security interest in assets pledged. A Contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond before the issuance of the Notice to Proceed will be permitted one opportunity to substitute an acceptable surety or sureties within 7 business days of receipt of notification that the surety is unacceptable.

The Government's right to direct the substitution of sureties to ensure the continuing acceptability of the bonds during the performance of the Contract according to FAR Clause 52.228-2, Additional Bond Security, is not restricted.

These requirements are in addition to the requirements in FAR Subpart 28.203, except where in conflict with the requirements in the FAR, in which case the FAR controls.

Section 104. — CONTROL OF WORK

104.03(a). Add the following to the third paragraph:

Drawings will be reviewed in the order they are received.

104.03(b). Add the following after 104.03(b):

(c) As-built working drawings. Furnish 2 sets of as-built working drawings. The Government will provide 2 sets of contract drawings to be used exclusively for recording the as-built details of the project.

Keep the as-built working drawings current on a weekly basis and have at least 1 set available on the jobsite at all times. Accurately and neatly record changes from the contract plans, which are made in the work, or additional information, which might be uncovered in the course of construction, as they occur by means of details and notes. Maintain a log of all changes made to the as-built working drawings, and monthly, at the estimate cutoff date, make the as-built working drawings and log available for review by the CO.

Note all additions or revisions to the location, character, and dimensions of the prescribed work shown on the contract drawings. Line out all details shown that are not applicable to the completed work. Use the red-line process (red pencil or red ink) to record on the as-built working drawings and final as-built drawings, as a minimum, but not limited to, the information described below:

(1) Typical section(s)

(a) Revisions in dimensions; and

(b) Revisions in materials.

(2) Plan and profile

(a) Plan

(1) Revisions to the alignment;

(2) Changes in the construction limits;

(3) Revisions in location, type, and grade of road approaches;

(4) Location and type of utilities;

(5) Location, size, and type of underdrains;

(6) Skew of culverts;

(7) Channel changes;

- (8) Location of monuments and permanent references;
- (9) Elevations for all aerial and underground crossings of utilities; and
- (10) Location, length, and type of fencing.

(b) Profile

- (1) Revisions to grades, elevations, and stationing of intersection PIs;
- (2) Equations;
- (3) Culvert diameter, length, type, and stationing;
- (4) Length of culvert extension, and length of existing culvert;
- (5) Location, length, stationing, and type of retaining walls; and
- (6) Location, length, stationing, and end treatment of guardrail.

(3) Miscellaneous

- (a) Revisions to parking areas or turnouts;
- (b) Final location, type and length of roadside barrier, etc.;
- (c) Fencing type and limits; and
- (d) Landscaping and planting.
- (e) Utility Protection Structures.

(4) Special Contract Procedures

- (a) Method of excavation, concrete placement, girder erection, structure repairs, etc.

Prepare final as-built drawings after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The as-built working drawings and final as-built drawings will be jointly reviewed for accuracy and completeness by the CO and the Contractor prior to submission of each monthly pay estimate.

If the monthly review finds that the Contractor is not maintaining the as-built working drawings, payment of the Contractor's invoice will be withheld until the as-built working drawings are brought up to date.

Furnish the as-built working drawings to the CO before the final inspection. Correct all details found during the final inspection that are not shown on the as-built working drawings and return to the CO within 5 working days for approval.

Once final as-built working drawings have been approved by the CO, provide final as-built drawings in the latest version of Adobe Acrobat (PDF) format (at the time of submission) on two sets of CD-R or DVD-R. Include the latest version Adobe Acrobat reader on the CD-R or DVD-R. Provide the final as-built drawings with a resolution quality such that the redlined drawings and notations are clearly discernable. Final payment per Subsection 109.09 will not be made until the CD-R or DVD-R of the final as-built drawings have been reviewed and approved by the CO.

No direct payment will be made for maintaining and furnishing as-built working drawings.

104.05. Add the following:

When hauling on National Park Service roads, do not exceed the following load restrictions:

<u>Single Units</u>	<u>Gross Vehicle Weight – pounds</u>
2 axles	40,000
3 axles	48,000
4 or more axles	52,000
 <u>Combination Units</u>	
3 axles	57,000
4 axles	62,000
5 or more axles	66,000

Where the ground is saturated with water or during periods of freezing and thawing, the CO may impose further load restrictions or suspend hauling.

104.05. Add the following:

Operate loaded vehicles hauling material at speeds not exceeding 40 miles per hour, or the posted speed limit whichever is lower, and spaced at 500-foot minimum intervals. Do not exceed 25 miles per hour, or the posted speed limit whichever is lower, or operate more than 1 loaded hauling vehicle at a time on a bridge.

The Fitzwater Road Bridge Crossing the Cuyahoga River is closed to public and construction traffic.

Section 105.—CONTROL OF MATERIAL

105.02(b). Add the following:

If any material is to be excavated from any material source outside the construction limits, other than commercially operated sites, before work begins provide a certification from the State Historic Preservation Officer or Indian Tribal Council, if applicable, stating:

(1) That a cultural resource survey (a survey for historical sites and archeological remains) has been performed at the proposed site, and

(2) That no significant cultural resources exist in the area that will be disturbed by the Contractor.

105.04. Add the following after the third sentence of the second paragraph:

For Contractor-located, non-commercial staging, storing, and material handling areas, secure environmental clearances according to subsection 107.10.

Disturbed areas within the proposed limits of construction may be available for staging and stockpiling of construction equipment and materials, see section 107 for necessary approvals. The contractor may use the Cuyahoga National Park maintenance yard for staging and stockpiling with approval from the CO in coordination with the Park.

At no cost to the government, delineate limits of disturbance in areas used for stockpiling, equipment parking, and other contractor special use areas.

Section 106.—ACCEPTANCE OF WORK

106.01. Delete Subsection 106.01 and substitute the following:

106.01 Conformity with Contract Requirements. Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown in the contract documents.

Incorporate manufactured material into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

(a) Disputing Government test results. If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:

- (1) Sampling method;
- (2) Number of samples;
- (3) Sample transport;
- (4) Test procedures;
- (5) Testing laboratories;
- (6) Reporting;
- (7) Estimated time and costs; and
- (8) Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

(b) Alternatives to removing and replacing non-conforming work. As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

106.03. Delete the first sentence of the second paragraph and substitute the following:

Other than references in or to the FAR or Federal Law, when these Standard Specifications or Supplemental Contract Requirements reference certifications; certificates; or certified documents, equipment, or individuals, these references are not certifications under Section 4301 of Public Law 104-106, National Defense Authorization Act for Fiscal Year 1996.

106.05(a) Add the following:

At the Preconstruction Conference, the Government will provide a copy of the computer program "QL-PAY," along with instructions. QL-Pay is a Windows based program that computes the quality levels and pay factors as described in this Subsection.

Section 107.—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01. Add the following:

Obtain all required permits necessary for construction. No time or damages, including impact damages, will be allowed for failure to obtain necessary permits or agreements. Provide copies of these permits and agreements upon request.

107.01. Delete the second sentence of the third paragraph and substitute the following:

Obtain all additional permits or agreements and modifications to Government-obtained permits or agreements that are required.

107.02. Add the following after the third paragraph:

For the full duration of construction, protect the existing trees that are tagged by the CO in the following manner:

- (a) Install and maintain a 4-foot high wood slat fence with steel posts around the perimeter of the root protection area, per Subsection 619.06. The root protection area is defined as an area equal to 10 feet outside the dripline.

(b) All construction which takes place within the root protection area must be approved by the CO. Do not store or locate construction materials, vehicles, staging areas, topsoil, disposal areas, or trailers within the root protection area. Protect the area from flooding, erosion, sedimentation, and potentially harmful materials through run-off or spillage.

(c) Remove all tree protection prior to final acceptance.

107.02. Delete the sixth paragraph and substitute the following:

Before beginning work in an area, contact the local Utility Locator Service, at 1-800-362-2764 to have all utilities located. Protect utilities from construction operations. Cooperate with utility owners to ensure construction activities within 10-foot of the utility, are in compliance with the utilities general construction requirements. The BP Pipeline contact is: Jeff Bennett (216-271-8042) or Norbert Bruening (216-912-2573 work; 216-214-5905 cell).

Notify the CO in writing at least 48 hours in advance of any scheduled utility shutdown, investigation, and /or related work.

107.03(f). Add the following paragraph after Subsection 107.03(f):

(g) “Beck” poster, according to FAR Clause 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.

107.04. Add the following after the third paragraph:

The Railroad will, at all times, have jurisdiction over the safety of railroad operations, and the decision as to procedures which may affect the safety of railroad operations shall be final.

107.04(b). Add the following:

When work on or near the track is to be performed on days with train operations, obtain ON-TRACK AUTHORITY with the CVSR and have a qualified flagman present on-site at the work location(s) at all times. The contractor must obtain on-track authority from CVSR, specifically from the railroad’s Dispatcher, (phone: 440-526-7640).

When work on or near the track is to be performed on days without train operations, or when track must remain out-of-service over night, obtain ON-TRACK AUTHORITY with the CVSR. The contractor must obtain written on-track authority from CVSR, specifically from the railroad’s Dispatcher, (phone: 440-526-7640).

107.04(e). Add the following:

The current approximate wage rate is \$35.00 per hour. The Contractor should contact CVSR for any changes to this hourly rate.

107.05. Add the following after the second paragraph:

Submit all claims to the insurance company for investigation, regardless of deductible, unless the Contractor has chosen to pay the claim directly. Provide the results of any investigations and subsequent actions to the CO within 1 week of receipt from the insurance company or of action.

Determination by the insurance company that the claim is not covered by the policy is not an adequate basis for the Contractor to fail to meet its obligations under the requirements of this Section.

107.08. Add the following:

The work covered by this contract will involve the safety of persons, equipment and property of an operating railroad. Therefore, unusual skill and experience is required of the Contractor to perform the work safely. The Contractor is responsible for the safety of his construction operations and therefore be expected to post adequate watchmen or protective devices to protect his crews, equipment and the work site.

Section 108.—PROSECUTION AND PROGRESS

108.01. Add the following after the second sentence of the second paragraph:

Construction operations are limited as follows:

- (a) Requirements of section 107 of the special contract requirements.
- (b) Work during the week of November 24 to November 30 will not be permitted without prior approval from the CVSR in coordination with the park and the CO.
- (c) Excavation or construction will not be permitted in the vicinity of the BP Pipelines (North America) Inc. pipeline until all appropriate communications have been made with BP's field operations and control center personnel. The BP Pipeline contact is: Jeff Bennett (216-271-8042) or Norbert Bruening (216-912-2573 work; 216-214-5905 cell). In addition, OUPS (call before you dig 1-800-362-2764) shall be contacted at least 48 hours before construction and/or excavation activities are initiated to have the pipeline located.
- (d) Excavation or backfilling within the pipeline right of way will not be permitted without a representative of BP on site giving permission.
- (e) Transportation of construction materials or equipment longitudinally over the pipeline will not be permitted.
- (f) Where it is necessary for construction equipment (i.e. tractors, backhoes, dump trucks, etc.) or equipment transporting construction materials to cross the pipeline to gain access to the job site, a crossing may be constructed as close to a 90 degree angle to the pipeline as practical and consist of a ramp constructed of stone, that provides a minimum of 5-foot of cover. The ramp extends a minimum of 10-foot on either side of the pipeline and must be approved by the CO in coordination with BP prior to use. Other means of temporary crossings to protect the pipeline may be considered after evaluation and approval by the CO in coordination with BP engineering.
- (g) Track type construction equipment are not be permitted to pivot or turn directly over top of the pipeline.
- (h) A scraper or pan type tractor are not be used for removal of soil within ten feet (10') of the centerline of the pipeline. Rubber tire or small track type of equipment is an acceptable alternative.
- (i) A sheepsfoot roller may not be used for compaction purposes within five feet (5') of the centerline of the pipeline.
- (j) Vibratory rollers may not be used within three feet (3') of the centerline of the

pipeline until the compacted cover over the pipeline has reached a depth of three and one-half feet (3.5').

No work will be permitted on National legal holidays.

Section 109.—MEASUREMENT AND PAYMENT

109.02 (b) Cubic yard. Delete this line and substitute:

(c) Cubic yard.

109.08(b). Add the following:

Submit invoices by the 7th day after the closing date. Invoices received after the 16th day following the closing date will not be accepted for payment processing that month. Include late, unprocessed invoice submittals in the following month's invoice.

109.08(c). Add the following:

The government's designated billing office is:

Federal Highway Administration
Eastern Federal Lands Highway Division
Loudoun Tech Center
21400 Ridgetop Circle
Room 200
Sterling, Virginia 20166-6511
ATTN: CONSTRUCTION DIVISION

Section 152.—CONSTRUCTION SURVEY AND STAKING

152.03. Delete the text of paragraphs **(b)**, **(g)**, **(h)**, **(i)** and **(k)**.

152.03(a). Add the following:

Set benchmarks (at least every 1,000 feet of roadway). Replace any missing control points.

152.03**(l)**(9) and **(10)**. Delete the subsections and replace with the following:

(9) Traffic control (both permanent and temporary) signs, signals, markings, delineators, object markers, etc.

152.03**(l)**. Add the following:

(10) Excavation limits for various drainage, walls, structures, and other pertinent items.

Section 154.—CONTRACTOR SAMPLING AND TESTING

154.03. Add the following:

Furnish test results to the CO immediately after completing the test. The requirements for furnishing test results do not include sample aging or curing time; therefore, reporting times will be extended accordingly.

Submit proposals for using alternate AASHTO or State approved test methods in writing for approval. Alternate methods may be allowed based on documented equivalence to the method specified.

154.04. Add the following:

On a weekly basis, submit a copy of all current Contractor test results and pay factor calculations based on those tests for items accepted under Subsection 106.05. When large quantities are produced, calculate pay factors as soon as possible. Use this information to make any necessary adjustments to operations to achieve acceptable pay factors. The Government may use the Contractor's test results to determine final pay factors for acceptance according to Subsection 154.05.

Section 155.—SCHEDULES FOR CONSTRUCTION CONTRACTS

155.02. Add the following after the third paragraph:

155.02A Weather Delays.

(a) Weather Delay Definitions.

(1) Reasonably Predictable Weather. The number of workdays that can expected to be lost in any month due to rainfall based on 10-year historical weather data.

(2) Rain Day. A potentially lost workday on which rainfall is equal to or greater than 0.10 inches.

(3) Drying Day. A work day(s) immediately following a rainfall equal to or greater than 1.00 inch which is potentially lost because of wet ground conditions.

(4) Workday. A day not excluded from work by Section 108 of the Special Contract Requirements.

(5) Unusually Severe Weather. When the number of Actual Workdays Lost is greater than the calculated Total Lost Days for the month in question.

(b) Reasonably Predictable Weather. Determine Reasonably Predictable Weather for this contract by completing Table 155-1. Calculate data for Table 155-1 as follows:

(1) Using the last 10 years of historical weather data from the nearest NOAA weather

data collection station, compute the average number of workdays lost (rain days plus drying days) for each month and the standard deviation from the average. Add the average number of workdays lost to the standard deviation.

(2) The Total number of Lost Days (Average Workdays Lost plus 1 Standard Deviation, rounded to whole days) will be considered normal for each month.

(3) Submit a completed Table 155-1 with the initial construction schedule.

(c) Unusually Severe Weather Under FAR Clause 52.249-10, Default (Fixed-Price Construction), the Contractor can request time for a delay due to Unusually Severe Weather.

The number of Actual Workdays Lost is calculated by first totaling the actual Rain Days plus the actual Drying Days occurring in the month in question. From this total, deduct any workdays meeting the following conditions:

(1) The Rain Day or Drying Day occurred on a non-work weekday such as a holiday.

(2) Rainfall occurred at a time when no weather dependent work was in progress or occurred during planned or unplanned shutdowns due to other circumstances such as equipment failure, strikes, material supplies, delays, etc.

(3) The Contractor was still working or able to work on weather dependent activities to the extent that less than 50 percent of the workday was lost due to weather.

If the net number of Actual Workdays Lost is greater than the Total Lost Days, then Unusually Severe Weather occurred during the month in question.

(d) Time Adjustments for Rain Delays. If the net number of Actual Workdays Lost to rain is less than the Total Lost Days for the month in question, no time adjustments will be made. If the net number of Actual Workdays Lost is more, then an excusable time extension may be granted. The Contractor must submit a Weather Time Impact Analysis supporting any alleged delays due to Unusually Severe Weather.

(e) Delays Due To Other Weather Conditions. Delays due to other unusually severe weather conditions (snow, extreme cold or heat, high winds, etc.) must be supported with a Weather Time Impact Analysis using historical weather data.

155.02. Delete the last paragraph and substitute the following:

The Construction Contract Time shown on the construction schedule for contract completion or for any interim completion dates shall be the calendar dates established in the contract.

155.04. Add the following to the first paragraph:

For a computer-generated CPM, use Primavera software or software that is file-compatible with Primavera.

Add the following at the end of the Subsection:

TABLE 155-1

Project Number

Location of NOAA Data Collection Station_____

Data Years (10-year history): 19__ through 20__

REASONABLY PREDICTABLE WEATHER

MONTH	AVERAGE WORKDAYS LOST	STANDARD DEVIATION	TOTAL LOST DAYS
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			

Section 156.—PUBLIC TRAFFIC

156.03. Add the following:

Hauling will only be permitted from the nearest point of public access to the work site.
Minimize hauling over completed surfacing.

156.04. Add the following:

(f) Ensure that all drains and inlets within the project limits are fully functional throughout the duration of the project.

156.06(b). Delete the second sentence and substitute the following:

For shoulder drop-offs in excess of 3 inches, provide a 1V:3H fillet with “*Low Shoulder*”

warning signs.

156.06(i) Delete the text and substitute the following:

(i) Complete road closures of the NorthEast Ohio Sewer District access road will be permitted provided all of the following criteria are met:

- 1) The Contractor has provided Cuyahoga National Park and the NorthEast Ohio Sewer District (216-641-6000 ext. 2411) 14 calendar days notice prior to implementation of closure.
- 2) Emergency vehicles will not be delayed or denied access through the project at any time.

156.07. Delete the first sentence.

Add the following:

Weekend and night operations are permitted.

156.08. Delete the second sentence of the first paragraph and substitute the following:

The traffic safety supervisor may be the superintendent.

Section 158. –WATERING FOR DUST CONTROL

158.01 Delete the text of this subsection and substitute the following:

This work consists of furnishing and applying water for the control of dust and aggregate construction.

158.03 General. Add the following:

Water for construction may be obtained from Cuyahoga National Park at no cost.

Measurement

158.05 Delete the second sentence and substitute the following:

Do not measure water for dust control.

Payment

158.06 Delete the first paragraph and substitute the following:

Water for dust control is considered subsidiary to pay item 20420-0000; Embankment Construction.

Section 201.—CLEARING AND GRUBBING

201.06. Disposal. Add the following:

No trees are to be removed without prior approval from the CO in coordination with the Park.

Trees removed during construction will be chipped and spread out or stockpiled on-site as directed by the CO.

Section 202.—ADDITIONAL CLEARING AND GRUBBING

202.04. Add the following:

No trees are to be removed without prior approval from the CO in coordination with the Park.

Trees removed during construction will be chipped and spread out or stockpiled on-site as directed by the CO.

Section 204.—EXCAVATION AND EMBANKMENT

204.01. Add the following:

There are critical requirements to performing the work described in this section. A high pressure BP pipeline is located within the limits of construction along the CUVA maintenance road (Sta. 200+00 to sta. 212+00) and crossing the Northeast Ohio Regional Sewer District Access Road at approximate station 307+80. The pipelines transport various liquids and gasses at high pressure. Construction or excavation work around the pipelines can be potentially hazardous. As a result of these potential hazards, and in compliance with the requirements imposed by BP, the general requirements for working adjacent to the pipeline have been compiled under subsection 108.01 of the special contract requirements.

204.13(d). Add the following:

Flush the exposed faces of rock embankment with soil conserved from the excavation.

204.09(c). Delete the paragraph and substitute the following:

If the CO determines unstable soil is encountered, place a layer of Type IV-C non-woven geotextile and place the first lift of embankment material in a single uniformly distributed layer. Limit the layer thickness to a minimum depth necessary to support the construction equipment but not greater than 18 inches. See Miscellaneous Details in the plan set. Compact material according to Subsection 204.11.

Section 303.—ROAD RECONDITIONING

303.06 Delete the second sentence and substitute the following:

Blade the existing surface to remove existing vegetation and surface irregularities.

Section 308.—MINOR CRUSHED AGGREGATE

308.06. Delete Table 308-1 and substitute the following:

Table 308-1
Sampling and Testing Requirements

Material or Product	Type of Acceptance (Subsection)	Property or Characteristic	Test Methods Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Crushed aggregate for roadway	Measured and tested for conformance (106.04)	Moisture-Density	AASHTO T 180 method D ⁽²⁾	1 for each aggregate supplied	Production output or stockpile	---	Before using in work
		Gradation ⁽¹⁾	AASHTO T 11 and T 27	1 for each 1000 tons	From windrow or roadbed after processing	---	Before placing next layer
		In-place density and moisture content	AASHTO T 310 or other approved procedures	1 for each 500 tons	In-place	---	Before placing next layer
Crushed aggregate for bedding and backfill	Measured and tested for conformance (106.04)	Moisture-Density	AASHTO T 99 method C ⁽²⁾	1 for each aggregate supplied	Production output or stockpile	---	Before using in work
		In-place density and moisture content	AASHTO T 310 or other approved procedures	2 per lift	In-place	---	Before placing next layer

⁽¹⁾Use only sieves indicated for the specified gradation.

⁽²⁾Minimum of 5 points per proctor.

308.06. Delete the third and fourth paragraphs and substitute the following:

Construction of roadway aggregate courses, and bedding and backfill aggregate will be evaluated under Subsections 106.02 and 106.04. Method 2 compaction will be evaluated under Section 106.04. Sample crushed aggregate for roadway according to Table 308-1. Submit crushed aggregate for roadway samples to the CO for verification. Materials that do not meet the approved certification will be considered unacceptable.

Section 618. — CONCRETE BARRIERS AND PRECAST GUARDWALLS

618.01 Delete the first sentence and substitute the following:

This work consists of placing precast concrete barrier.

618.04 (c). Delete the first two paragraphs and substitute the following:

Use precast concrete barrier meeting the requirements of subsection 635.11.

Section 624.—TOPSOIL

624.04. Add the following after the second paragraph:

Where topsoil will be placed on slopes on which the character of the subsoil will not blend with the topsoil, work the topsoil into the subsoil to eliminate any slip-plane between the 2 materials and leave a sufficient cover of topsoil to ensure germination of the seed.

Spread topsoil on fill slopes, in soil pockets on cut slopes, and in a staggered line along the top of fill slopes, to an average depth of 3”.

Section 625.—TURF ESTABLISHMENT

625.01. Add the following:

The work does not include areas previously protected by soil erosion control measures according to Section 157, and upon which permanent suitable vegetation has started growth.

Material

625.02. Add the following:

Quality Assurance: Standards, Federal Specifications (FS), and manufacturers printed recommendations.

Submittals: Submit samples of mulch prior to use.

Product Handling: Furnish materials that reflect evidence of proper storage and handling. Remove from the site and replace any materials with indications of improper storage or handling (water, heat, chemical damage, and the like). Furnish seed mix that is fresh and delivered in the original unopened containers. Deliver fertilizer in the original unopened containers with analysis, type, and trade name.

Requirements of Regulatory Agencies: Comply with federal and state seed laws and other applicable laws and regulations. Brand must be registered with the state of Ohio, Department of Agriculture, Division of Plant Industry, packed and labeled in accordance with 907.02, ORC.

Reference Standards: Scientific and common names for seed are generally in conformity with approved names published by the American Joint Committee of Horticulture Nomenclature.

Ohio Department of Transportation, Construction and Materials Specifications, latest edition.

625.03 Add the following:

Place Type B seed mix in all disturbed or re-graded non-paved areas, except for areas where a wetland seed mix is indicated on the plan drawings or specified by the Contracting Officer.

625.06. Add the following:

Apply limestone and fertilizer at the following rates:

<u>Item</u>	<u>Rate (pounds per acre)</u>
Agricultural Limestone (85 percent CaCO_3)	704
Fertilizer	3094

625.07. Add the following:

Sow seed uniformly at prescribed rates during planting season, May 1 to November 15. Seeding on frozen ground or when the temperature is 35 degrees Fahrenheit or lower is prohibited.

Seed Mix

Grasses:

Panicum virgatum (Blackwell Switchgrass)	
Proportion by Weight	40%
Minimum Purity	98%
Minimum Germination	85%

Sorghastrum nutans (Tomahawk Indian Grass)	
Proportion by Weight	10%
Minimum Purity	98%
Minimum Germination	85%

Lolium multiflorum (Annual Ryegrass)	
Proportion by Weight	50%
Minimum Purity	98%
Minimum Germination	85%

Apply seed mix at a rate of 50 pounds PLS per acre.

Seeding rates will be on the basis of Pure Live Seed (PLS) at the time of seeding.

Determination of seeding rate:

Percent purity multiplied by percent germination = Pure Live Seed

Example: Seed has a purity of 98% and germination of 75% (as indicated on tag).

The seeding rate is 40 pounds per acre of PLS.

Y=Amount of above quality seed needed.

40 pounds = seeding rate of PLS

$0.98 \times 0.75 = 0.7350$

$40\#/0.7350 = 54.4$ pound (Y)

Seeding rate for above example is 54.4 pounds per acre.

The contracting officer reserves the right to test, reject, or approve all seed after delivery on the project.

625.08. Delete the first sentence and substitute the following:

Apply mulch within 24 hours after seeding by the following methods:

Add the following:

Use clean straw mulch.

625.08. Add the following:

Apply mulch at the following rates:

<u>Mulch</u>	<u>Rate (tons per acre)</u>
Straw	2

625.09. Delete the last sentence and substitute the following:

Apply supplemental fertilizer at a rate of 401 pounds per acre. Apply supplemental seed at the same rate as the initial seeding. Apply supplemental mulch at the same rate as the initial mulching and hold in place with a stabilizing emulsion tackifier.

625.09. Add the following:

Apply pesticide at the first sign of armyworm infestation. Apply pesticide at the rate specified by the manufacturer by spraying with sufficient water for complete coverage. Agitate the mixture while spraying. Repeat application to control armyworms that reappear.

Section 633.—PERMANENT TRAFFIC CONTROL

633.01. Delete the second paragraph and substitute the following:

Sign panels are designated as aluminum.

633.03. Add the following after the first sentence:

Furnish signs also meeting the requirements of the National Park Service Sign Manual, revised January 1988. Provide NPS Modified Clarendon lettering for NPS guide signs.

633.03. Add the following:

Paint supports, backs and edges of sign panels with Benjamin Moore, Moorgard, exterior latex low luster paint, Federal Standard 595B Color No. 20059 (brown), or approved equal.

Furnish aluminum sign panels.

Furnish galvanized steel posts.

Section 635.—TEMPORARY TRAFFIC CONTROL

635.03. Add the following:

For all signs and other devices requiring orange color, use fluorescent red-orange or fluorescent yellow-orange color.

635.03(i). Add the following:

Submit a certification that the devices have been successfully crash tested to meet the requirements of NCHRP 350 and/or have been accepted by the FHWA.

635.07 Delete the last sentence and substitute the following:

Remove or completely cover all unnecessary signs, or signs that conflict with the construction signing or Traffic Control Plan. Cover signs that are not removed so that no part of the covered sign is visible to traffic. Provide sign covers for temporary signs meeting the following requirements:

- a) Large enough to completely cover the sign.
- b) Easy to attach to and remove from the sign without damaging the sign face. Do not use adhesives, glues, tapes, or mechanical fasteners that mar the sign face.
- c) Black, non-reflective, and opaque.
- d) Made of plywood (minimum of 3/8-inches thick), aluminum (minimum of 0.040 inches thick), or sheet metal of a sufficient thickness that the covering will not be lifted, bent or damaged by wind.
- e) Durable enough to resist deterioration due to weathering and atmospheric conditions for the duration of the project.

635.07. Add the following:

Furnish 16-inch by 16-inch flags for high level warning devices that are orange or fluorescent red orange in color.

635.11. Delete the second paragraph and substitute the following:

Mount flexible plastic 6-inch by 6-inch delineators with Type III or IV retroreflective sheeting to the top of concrete barriers on 25-foot centers. Furnish white sheeting when the delineator is to the right of traffic and yellow when to the left.

635.17. Add the following:

Patch the travelway after milling to provide a smooth, uniform traveling surface before

reopening travel lanes to traffic as directed by the CO.

Section 637. — FACILITIES AND SERVICES

637.02. Add the following:

Locate the Government field office where high-speed Internet access, as described in Subsection 637.03(a)(7), is available. For urban projects locate the field office within 5 miles of the project site. For rural projects locate the field office within 15 miles of the project site. In remote locations where high-speed Internet service is not available, the field office distance range may be extended or waived by the CO. All field office locations are subject to approval by the CO.

637.03. Delete the third and fourth sentences of the first paragraph and substitute the following:

Provide local and long distance telephone services. The Government will be responsible for the cost of long distance calls made by Government employees for Government business and charged against this phone service. Bill the Government separately for these charges.

637.03(a). Add the following:

Divide the field office into 3 areas by permanent walls with hinged doors. If window air conditioning is provided, provide a separate unit for each room.

Clean the field office weekly to the approval of the CO.

Supply the following equipment in the field office:

(1) Copy machine. One self-feeding plain paper photo copying machine with the following minimum capabilities:

- (a) Automatic document feeder capable of making at least 8 copies per minute;
- (b) Reproducing copies at standard sizes up to and including 11 x 17 inches; and
- (c) Reducing 11 x 17 inches plan sheets to 8 ½ x 14 inches legal size and to 8 ½ x 11 inches letter size.

Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

(2) Printer. One plain paper printing machine with printing capabilities of standard sizes up to and including 11 x 17 inches. The printer must be capable of printing from direct personal computer (PC) and local area network (LAN) hookups. The printer may be one machine in combination with the copy machine. Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

(3) Facsimile (FAX) machine. One FAX machine with the following minimum capabilities:

- (a) Automatic document feeder with a minimum capacity of 20 pages;
- (b) Sending standard size documents up to and including 11 x 17 inches;
- (c) Printing on plain paper; and
- (d) Automatic dial/redial.

The FAX machine may be one machine in combination with the copy machine. Furnish all necessary supplies, except paper. Paper will be supplied by the Government.

(4) Telephone. Two dual line telephones (touch tone, hold button, intercom, and conference calling capabilities) with 2 separate lines, for the exclusive use of the CO.

(5) Answering machine. One digital answering device capable of answering, recording, storing, and playing back messages at least 30 minutes in length.

(6) Cellular telephone. One durable, hand held digital/cellular wireless telephone(s), manufactured by Motorola/Nextel, or approved equal, for the use of the CO. Furnish cellular telephone(s) that are similar or compatible with the Contractor's key field personnel (Project Superintendent, and Traffic Control Supervisor) to enable the direct communication between the CO and the Contractor's key field personnel. Furnish each cellular telephone(s) with the following minimum capabilities:

- (a) Direct Connect feature, or equivalent, to communicate onsite with Contractor's key field personnel;
- (b) Voicemail capable of answering, recording, storing, and playing back messages at least 30 minutes in length;
- (c) Hands free device that can be used safely and effectively while driving, and is acceptable by the local law enforcement agencies;
- (d) Customized communication configuration, independent of the other units, so that the CO may limit any features if necessary;
- (e) Carrying case that can be worn on the belt and is appropriate for use on construction projects; and
- (f) Other necessary cellular telephone accessories including a cigarette lighter power adapter/charger.

The cellular telephone plan shall provide the necessary amount of monthly Direct Connect airtime and monthly Digital/Cellular airtime for use on the project. Ensure that each unit has unlimited Direct Connect capabilities and each unit is equipped with unlimited airtime, roaming and long distance per month of local and long distance airtime for official business only. Provide phones that work properly at the project site and the field office location.

(7) High-speed Internet access. Provide, install, and maintain high-speed Internet access service having at least 768kbps download and 256kbps upload speed. The high-speed Internet access service can be provided via DSL, FIOS, a dedicated T1 line, or cable. Alternate Internet access service options may be submitted to the CO for approval. The system must include a modem and a router with a firewall or a router and a firewall appliance. The system must have the capability to support simultaneous Internet access of at least 3 workstations connected by Category 6 RJ45 LAN office drop cables. If the router supports wireless Internet access, this feature must be disabled. Wireless Internet access does not meet U.S. DOT security requirements and is not acceptable. The firewall configuration must be submitted to the CO for approval and cannot be changed after it is approved, unless a change request is submitted and approved in advance. Only U.S. DOT equipment is to be connected to the system.

If any equipment supplied becomes defective, is stolen, or for any other reason does not function as intended, replace the equipment with an equal or better unit at no additional cost to the Government. Replace any defective equipment within eight hours after being notified by the CO.

The Contractor will retain ownership of all equipment supplied by the Contractor. The CO will notify the Contractor when the equipment is no longer needed and request its removal.

Section 648. — UTILITY PROTECTION STRUCTURE

Description

648.01. This work consists of designing and constructing utility protection structures to protect the existing high-pressure gas utility pipe at those locations designated in the plans. The structure type to be used will be at the contractor's option, but will adhere to the design and construction requirements below.

Material

648.02. Conform to the following Sections:

Structural concrete	552
Prestressed concrete	553
Reinforcing steel	554
Steel structures	555
Structural plate structures	603

Construction Requirements

648.03. General. The contractor will furnish a proposed design for utility protection structures which will ensure the integrity of the gas utility pipe both during construction and under normal service conditions. Do not qualify the responsibility for the design or restrict the use of the drawings or calculations for the proposed design. Indemnify the Government from all claims for infringement of proprietary rights by others without the consent of the patent holders or licensees.

The structures will be designed in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th edition, 2002. The structures will be demonstrated, through design, to support at a minimum a live loading of HS-20, self weight, and all transposed loads, while transferring no additional load to the existing gas utility pipe.

648.04. Submittal. Submit a structure design proposal using any of (or combination of) the material types listed in subsection 648.02. Other material types, including proprietary and pre-manufactured structures may be used upon approval of the CO.

Survey according to Section 152, and verify the location of the utility pipe. Adjust the structure limits as necessary to assure full protection of the gas line. Provide drawings of the proposed structure according to Subsection 104.03 within 14 days before starting structure construction.

All drawings shall be signed by a professional engineer. Include all details, dimensions, quantities, ground profiles, and cross-sections necessary to construct the structure.

Submit design calculations and back-up supporting data with the construction drawings.

The drawings must include, but not be limited to, the following items:

- (a) General plan and elevation of the structures.
- (b) General notes covering all material specifications and design criteria.
- (c) Typical section of the structure.
- (d) Details and dimensions for all components of the structure including foundations.
- (e) Details and dimensions for all temporary shoring and bracing, if required to protect the utility during construction of the structure.
- (f) Verification of design criteria for the site specific structure locations with test procedures, results, and interpretations.
- (g) Details and installation procedures for proprietary components of the structure.

Submit 3 sets of the structure drawings with the initial submission. One set will be returned with any indicated corrections. If revisions are necessary, make the necessary corrections and resubmit 3 revised sets.

When the drawings are accepted, furnish 5 sets.

648.05. Construction. Construct the utility protection structure according to the accepted drawings.

Revise the drawings when plan dimensions are revised due to field conditions or for other reasons.

648.06 Acceptance. Material for utility protection structure will be evaluated under Subsection 106.02, 106.03, and 106.04 according to the applicable sections listed in Subsection 648.02.

Construction of utility protection structures and services will be evaluated under Subsections 106.02 and 106.04 according to the applicable sections listed in Subsection 648.02.

Measurement

648.07. Measure the Section 648 items listed in the bid schedule according to Subsection 109.02.

Payment

648.08. The accepted quantities will be paid at the contract price per unit of measurement for the Section 648 pay item listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Section 713.—ROADSIDE IMPROVEMENT MATERIAL

713.03. Add the following:

Furnish fertilizer containing the following minimum available nutrients, unless soil analysis indicates higher concentrations are required:

Total nitrogen	10 percent
Available phosphoric acid	10 percent
Water-soluble potash	10 percent

713.05. Add the following after 713.05(h):

(i) Shredded Hardwood Mulch. Furnish aged hardwood mulch, dark brown to black in color, with a particle size of less than 3 inches, a neutral pH, and free of sticks, stones, clay, or other matter which may injure plants.

713.06(b). Add the following:

The genus, species, and cultivar names shall agree with the nomenclature of the most current edition of "Hortus Third" by L.H. Bailey, Hortorium, Cornell University.

Provide durable tags, stating the date of installation, correct botanical name and size in weather-resistant ink or embossed letters. Secure the tags to each tree, shrub, and other plant materials in a manner which will not restrict growth. Leave the tags on all trees, shrubs, and other plant materials until final acceptance by the CO.

713.08. Add the following after 713.08(g):

(h) Tree protection. Tree protection shall be a flexible PVC pipe 4 inches in diameter, 12 to 13 inches in height.

Add the following after Subsection 713.18:

713.19. Pesticide. Pesticides to control armyworms are *Bacillus Thuringiensis* - Berliner, Bactospeine, Biotrol, BTB, BTV, Dipel, and Thuricide, as manufactured by Nutrilite Products, Inc., and Bioferm Corporation.

Section 718.—TRAFFIC SIGNING AND MARKING MATERIAL

718.08(b)(2) Delete the Subsection and substitute the following:

(c) Galvanizing after punching
(inside and outside of post)

ASTM A 653 (ASTM A 653M),
coating Z275 designation

718.14(g). Delete the Subsection and substitute the following:

(g) Daylight reflectance. (Without glass beads)

(1) White, ASTM E 1347

84% relative to magnesium
oxide standard

(2) Yellow, ASTM E 1347

55% relative to magnesium
oxide standard

PERMITS OBTAINED FOR THIS PROJECT



State of Ohio Environmental Protection Agency

MAILING ADDRESS:

STREET ADDRESS:

Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3184
www.epa.state.oh.us

P.O. Box 1049
Columbus, OH 43216-1049

8/5/2008

FEDERAL HIGHWAY ADMINISTRATION

KEVIN S ROSE

21400 RIDGETOP CIRCLE

STERLING VA 20166

RE: Approval for coverage under Ohio EPA General Permit OHC000003
STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY.

Dear Applicant:

The Ohio Environmental Protection Agency has received a Notice of Intent (NOI) for coverage under the above referenced general permit for:

Facility Name: CUYAHOGA VALLEY NATIONAL PARK-ACCESS RD

Facility Street / Location: ALONG CONRAIL RR SOUTH OF E PLEASANT VALLEY RD

County: Cuyahoga

City(ies) and Township(s): ; INDEPENDENCE

Ohio EPA Facility Permit Number: 3GC04096*AG

This site/facility is approved for coverage under the above referenced Ohio EPA NPDES construction general permit (CGP). Please use your Ohio EPA facility permit number in all future correspondences. Please familiarize yourself with your permit. The permit contains requirements and prohibitions with which you must comply. Coverage remains in effect until a renewal general permit is issued and Ohio EPA has contacted you in writing instructing you to request continuing permit coverage.

Be aware that if more than one operator, as defined in the permit, will be engaged at a site, each operator shall seek coverage under the general permit. One operator shall submit an NOI and the additional operator(s) shall submit a Co-permittee NOI. Co-Permittees are covered under the same facility permit number. There is no fee associated with the Co-permittee NOI form.

Please be aware that this letter only authorizes discharges in accordance with the above referenced Storm Water CGP. The placement of fill into regulated waters of the state may require a 401 Water Quality Certification and/or Isolated Wetlands Permit from Ohio EPA. For further information on the 401/Isolated Wetlands Program please contact Mr. Jeff Boyles at: (614)644-2012 or at: Jeffrey.Boyles@epa.state.oh.us. Also a Permit-To-Install (PTI) is required for the construction of sanitary or industrial wastewater collection, conveyance, storage, treatment, or disposal facility; unless a specific exemption by rule exists. For more information on the PTI Program please contact the appropriate Division of Surface Water district office (the district within which the project is to be constructed) staff. Failure to obtain the required permits in advance is a violation of Ohio Revised Code 6111 and potentially subjects you to enforcement and civil penalties.

You may obtain additional information, copies of general permits and current forms/instructions from our web site at: <http://www.epa.state.oh.us/dsw/storm/stormform.html>

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

RECEIVED
2008 AUG -7 PM 1:31



Co-Permittee Notice of Intent for Coverage Under Ohio EPA Storm Water Construction General Permit

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES general permit for storm water associated with construction activity. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. NOTE: All necessary information must be provided on this form. Read the accompanying instructions *carefully* before completing the form. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.

I. Applicant Information/Mailing Address

Company (Applicant) Name: _____
Mailing (Applicant) Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ Phone: _____ Fax: _____
Contact E-Mail Address: _____

II. Facility/Site Location Information

Existing Ohio EPA Facility Permit Number: _____ GC _____ * _____ G OR OHR1 _____
Initial Permittee Name: _____ Phone: _____
Facility/Site Name: _____
City: _____ Township(s): _____
County(ies): _____ State: _____ Ohio _____ Zip Code: _____
Facility Contact Person: _____ Phone: _____ Fax: _____
Facility Contact E-Mail Address: _____

III. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Applicant Name: _____ Title: _____
Applicant Signature: _____ Date: _____





OHIO EPA

APR 21 2008

ENTERED DIRECTOR'S JOURNAL

Page 1 of 40

Ohio EPA Permit No.: OHC000003

Effective Date: April 21, 2008

Expiration Date: April 20, 2013

OHIO ENVIRONMENTAL PROTECTION AGENCY

AUTHORIZATION FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq. hereafter referred to as "the Act") and the Ohio Water Pollution Control Act [Ohio Revised Code ("ORC") Chapter 6111], dischargers of storm water from sites where construction activity is being conducted, as defined in Part I.B of this permit, are authorized by the Ohio Environmental Protection Agency, hereafter referred to as "Ohio EPA," to discharge from the outfalls at the sites and to the receiving surface waters of the State identified in their Notice of Intent ("NOI") application form on file with Ohio EPA in accordance with the conditions specified in Parts I through VII of this permit.

It has been determined that a lowering of water quality of various waters of the State associated with granting coverage under this permit is necessary to accommodate important social and economic development in the state of Ohio. In accordance with OAC 3745-1-05, this decision was reached only after examining a series of technical alternatives, reviewing social and economic issues related to the degradation, and considering all public and intergovernmental comments received concerning the proposal.

This permit is conditioned upon payment of applicable fees, submittal of a complete NOI application form and written approval of coverage from the director of Ohio EPA in accordance with Ohio Administrative Code ("OAC") Rule 3745-38-06.

Laura H. Powell
Assistant Director

I certify this to be a true and accurate copy of the
official documents as filed in the records of the Ohio
Environmental Protection Agency.

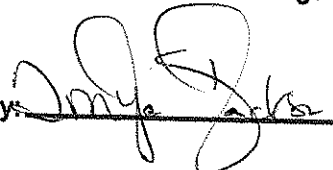
By:  Date: 4-21-08

TABLE OF CONTENTS

PART I. COVERAGE UNDER THIS PERMIT

- A. Permit Area
- B. Eligibility
- C. Requiring an individual permit or an alternative general permit
- D. Permit requirements when portions of a site are sold
- E. Authorization

PART II. NOTICE OF INTENT REQUIREMENTS

- A. Deadlines for notification
- B. Failure to notify
- C. Where to submit an NOI
- D. Additional notification
- E. Renotification

PART III. STORM WATER POLLUTION PREVENTION PLAN (SWP3)

- A. Storm Water Pollution Prevention Plans
- B. Timing
- C. SWP3 Signature and Review
- D. Amendments
- E. Duty to inform contractors and subcontractors
- F. Total Maximum Daily Load (TMDL) allocations
- G. SWP3 Requirements

PART IV. NOTICE OF TERMINATION REQUIREMENTS

- A. Failure to notify
- B. When to submit an NOT
- C. How to submit an NOT

PART V. STANDARD PERMIT CONDITIONS

- A. Duty to comply
- B. Continuation of the expired general permit
- C. Need to halt or reduce activity not a defense
- D. Duty to mitigate
- E. Duty to provide information
- F. Other information
- G. Signatory requirements
- H. Certification
- I. Penalties for falsification of monitoring systems
- J. Oil and hazardous substance liability
- K. Property rights
- L. Severability
- M. Transfers
- N. Environmental laws
- O. Proper operation and maintenance
- P. Inspection and entry

PART VI. REOPENER CLAUSE

PART VII. DEFINITIONS

PART I. COVERAGE UNDER THIS PERMIT

A. Permit Area.

This permit covers the entire State of Ohio.

B. Eligibility.

1. Construction activities covered. Except for storm water discharges identified under Part I.B.2, this permit may cover all new and existing discharges composed entirely of storm water discharges associated with construction activity that enter surface waters of the State or a storm drain leading to surface waters of the State.

For the purposes of this permit, construction activities include any clearing, grading, excavating, grubbing and/or filling activities that disturb one or more acres of land. Discharges from trench dewatering are also covered by this permit as long as the dewatering activity is carried out in accordance with the practices outlined in Part III.G.2.g.iv of this permit. The threshold acreage includes the entire area disturbed in the larger common plan of development or sale.

This permit also authorizes storm water discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided:

- a. The support activity is directly related to a construction site that is required to have NPDES permit coverage for discharges of storm water associated with construction activity;
- b. The support activity is not a commercial operation serving multiple unrelated construction projects and does not operate beyond the completion of the construction activity at the site it supports;
- c. Appropriate controls and measures are identified in a storm water pollution prevention plan (SWP3) covering the discharges from the support activity; and
- d. The support activity is on or contiguous with the property defined in the NOI (off-site borrow pits and soil disposal areas, which serve only one project, do not have to be contiguous with the construction site);

Part I.B

2. Limitations on coverage. The following storm water discharges associated with construction activity are not covered by this permit:
 - a. Storm water discharges that originate from the site after construction activities have been completed, including any temporary support activity, and the site has achieved final stabilization. Industrial post-construction storm water discharges may need to be covered by an NPDES permit;
 - b. Storm water discharges associated with construction activity that the director has shown to be or may reasonably expect to be contributing to a violation of a water quality standard; and
 - c. Storm water discharges authorized by an individual NPDES permit or an alternative NPDES general permit;
3. Waivers. After March 10, 2003, sites whose larger common plan of development or sale have at least one, but less than five acres of land disturbance, which would otherwise require permit coverage for storm water discharges associated with construction activities, may request that the director waive their permit requirement. Entities wishing to request such a waiver must certify in writing that the construction activity meets one of the two waiver conditions:
 - a. **Rainfall erosivity waiver.** For a construction site to qualify for the rainfall erosivity waiver, the cumulative rainfall erosivity over the project duration must be five or less and the site must be stabilized with at least a 70 percent vegetative cover or other permanent, non-erosive cover. The rainfall erosivity must be calculated according to the method in U.S. EPA Fact Sheet 3.1 Construction Rainfall Erosivity Waiver dated January 2001. If it is determined that a construction activity will take place during a time period where the rainfall erosivity factor is less than five, a written waiver certification must be submitted to Ohio EPA at least 21 days before construction activity is scheduled to begin. If the construction activity will extend beyond the dates specified in the waiver certification, the operator must either: (a) recalculate the waiver using the original start date with the new ending date (if the R factor is still less than five, a new waiver certification must be submitted) or (b) submit an NOI application form and fee for coverage under this general permit at least seven days prior to the end of the waiver period (see Attachment A); or

Part I.B.3

- b. **TMDL (Total Maximum Daily Load) waiver.** Storm water controls are not needed based on a TMDL approved or established by U.S. EPA that addresses the pollutant(s) of concern or, for non-impaired waters that do not require TMDLs, an equivalent analysis that determines allocations for small construction sites for the pollutant(s) of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. The pollutant(s) of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. The operator must certify to the director of Ohio EPA that the construction activity will take place, and storm water discharges will occur, within the drainage area addressed by the TMDL or equivalent analysis. A written waiver certification must be submitted to Ohio EPA at least 21 days before the construction activity is scheduled to begin.
4. Prohibition on non-storm water discharges. All discharges covered by this permit must be composed entirely of storm water with the exception of the following: discharges from fire fighting activities; fire hydrant flushings; potable water sources including waterline flushings; irrigation drainage; lawn watering; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated ground water from trench or well point dewatering and foundation or footing drains where flows are not contaminated with process materials such as solvents. Dewatering activities must be done in compliance with Part III.G.2.g.iv of this permit. Discharges of material other than storm water or the authorized non-storm water discharges listed above must comply with an individual NPDES permit or an alternative NPDES general permit issued for the discharge.

Except for flows from fire fighting activities, sources of non-storm water listed above that are combined with storm water discharges associated with construction activity must be identified in the SWP3. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.

Part I.B

5. Spills and unintended releases (Releases in excess of Reportable Quantities). This permit does not relieve the permittee of the reporting requirements of 40 CFR Part 117 and 40 CFR Part 302. In the event of a spill or other unintended release, the discharge of hazardous substances in the storm water discharge(s) from a construction site must be minimized in accordance with the applicable storm water pollution prevention plan for the construction activity and in no case, during any 24-hour period, may the discharge(s) contain a hazardous substance equal to or in excess of reportable quantities.

40 CFR Part 117 sets forth a determination of the reportable quantity for each substance designated as hazardous in 40 CFR Part 116. The regulation applies to quantities of designated substances equal to or greater than the reportable quantities, when discharged to surface waters of the State. 40 CFR Part 302 designates under section 102(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, those substances in the statutes referred to in section 101(14), identifies reportable quantities for these substances and sets forth the notification requirements for releases of these substances. This regulation also sets forth reportable quantities for hazardous substances designated under section 311(b)(2)(A) of the Clean Water Act (CWA).

C. Requiring an individual NPDES permit or an alternative NPDES general permit.

1. The director may require an alternative permit. The director may require any operator eligible for this permit to apply for and obtain either an individual NPDES permit or coverage under an alternative NPDES general permit in accordance with OAC Rule 3745-38-04. Any interested person may petition the director to take action under this paragraph.

The director will send written notification that an alternative NPDES permit is required. This notice shall include a brief statement of the reasons for this decision, an application form and a statement setting a deadline for the operator to file the application. If an operator fails to submit an application in a timely manner as required by the director under this paragraph, then coverage, if in effect, under this permit is automatically terminated at the end of the day specified for application submittal.

Part I.C

2. Operators may request an individual NPDES permit. Any owner or operator eligible for this permit may request to be excluded from the coverage of this permit by applying for an individual permit. The owner or operator shall submit an individual application with reasons supporting the request to the director in accordance with the requirements of 40 CFR 122.26. If the reasons adequately support the request, the director shall grant it by issuing an individual NPDES permit.
3. When an individual NPDES permit is issued to an owner or operator otherwise subject to this permit or the owner or operator is approved for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of approval for coverage under the alternative general permit, whichever the case may be.

D. Permit requirements when portions of a site are sold

If an operator obtains a permit for a development, and then the operator (permittee) sells off lots or parcels within that development, permit coverage must be continued on those lots until a Notice of Termination (NOT) in accordance with Part IV.B is submitted. For developments which require the use of centralized sediment and erosion controls (i.e., controls that address storm water runoff from one or more lots) for which the conveyance of permit coverage for a portion of the development will either prevent or impair the implementation of the controls and therefore jeopardize compliance with the terms and conditions of this permit, the permittee will be required to maintain responsibility for the implementation of those controls. For developments where this is not the case, it is the permittee's responsibility to temporarily stabilize all lots sold to individual lot owners unless an exception is approved in accordance with Part III.G.4. In cases where permit coverage for individual lot(s) will be conveyed, the permittee shall inform, in writing, the individual lot owner of the obligations under this permit and ensure that the Individual Lot NOI application is submitted to Ohio EPA.

E. Authorization

1. Obtaining authorization to discharge. Operators that discharge storm water associated with construction activity must submit an NOI application form in accordance with the requirements of Part II of this permit to obtain authorization to discharge under this general permit. As required under OAC Rule 3745-38-06(E), the director, in response to the NOI submission, shall notify the applicant in writing that he/she has been granted general permit coverage to discharge storm water associated with construction activity under the terms and conditions of this permit or that the applicant must apply for an individual NPDES permit or coverage under an alternate general NPDES permit as described in Part I.C.1.

Part I.E

2. No release from other requirements. No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations. Other permit requirements commonly associated with construction activities include, but are not limited to, section 401 water quality certifications, isolated wetland permits, permits to install sanitary sewers or other devices that discharge or convey polluted water, permits to install drinking water lines, single lot sanitary system permits and disturbance of land which was used to operate a solid or hazardous waste facility (i.e., coverage under this NPDES general permit does not satisfy the requirements of OAC Rule 3745-27-13 or ORC Section 3734.02(H)). This permit does not relieve the permittee of other responsibilities associated with construction activities such as contacting the Ohio Department of Natural Resources, Division of Water, to ensure proper well installation and abandonment of wells.

Part II. NOTICE OF INTENT REQUIREMENTS

A. Deadlines for notification.

Initial coverage: Operators who intend to obtain initial coverage for a storm water discharge associated with construction activity under this general permit must submit a complete and accurate NOI application form and appropriate fee at least 21 days prior to the commencement of construction activity. If more than one operator, as defined in Part VII of this general permit, will be engaged at a site, each operator shall seek coverage under this general permit. Where one operator has already submitted an NOI prior to other operator(s) being identified, the additional operator shall request modification of coverage to become a co-permittee. In such instances, the co-permittees shall be covered under the same facility permit number. No additional permit fee is required.

Individual lot transfer of coverage: Operators must each submit an individual lot notice of intent (Individual Lot NOI) application form (no fee required) to Ohio EPA at least seven days prior to the date that they intend to accept responsibility for permit requirements for their portion of the original permitted development from the previous permittee. The original permittee may submit an Individual Lot NOT at the time the Individual Lot NOI is submitted. Transfer of permit coverage is not granted until an approval letter from the director of Ohio EPA is received by the applicant.

B. Failure to notify.

Operators who fail to notify the director of their intent to be covered and who discharge pollutants to surface waters of the State without an NPDES permit are in violation of ORC Chapter 6111. In such instances, Ohio EPA may bring an enforcement action for any discharges of storm water associated with construction activity.

Part II

C. Where to submit an NOI.

Operators seeking coverage under this permit must submit a signed NOI form, provided by Ohio EPA, to the address found in the associated instructions.

D. Additional notification.

The permittee shall make NOIs and SWP3s available upon request of the director of Ohio EPA, local agencies approving sediment and erosion control plans, grading plans or storm water management plans, local governmental officials, or operators of municipal separate storm sewer systems (MS4s) receiving drainage from the permitted site. Each operator that discharges to an NPDES permitted MS4 shall provide a copy of its Ohio EPA NOI submission to the MS4 in accordance with the MS4's requirements, if applicable.

E. Renotification.

Upon renewal of this general permit, the permittee is required to notify the director of his intent to be covered by the general permit renewal. Permittees covered under the previous NPDES general permits for storm water discharges associated with construction activity (NPDES permit numbers OHR100000 and OHC000002) shall have continuing coverage under this permit. The permittees covered under OHR100000 or OHC000002 shall submit a letter within 90 days of receipt of written notification by Ohio EPA expressing their intent that coverage be continued. There is no fee associated with these letters of intent for continued coverage. Permit coverage will be terminated after the 90-day period if the letter is not received by Ohio EPA. Ohio EPA will provide instructions on the contents of the letter and where it is to be sent within the notification letter.

PART III. STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Storm Water Pollution Prevention Plans.

A SWP3 shall be developed for each site covered by this permit. For a multi-phase construction project, a separate NOI shall be submitted when a separate SWP3 will be prepared for subsequent phases. SWP3s shall be prepared in accordance with sound engineering and/or conservation practices by a professional experienced in the design and implementation of standard erosion and sediment controls and storm water management practices addressing all phases of construction. The SWP3 shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges associated with construction activities. The SWP3 shall be a comprehensive, stand-alone document, which is not complete unless it contains the information required by Part III.G of this permit. In addition, the SWP3 shall describe and ensure the implementation of best management practices (BMPs) that reduce the pollutants in storm water discharges during construction and pollutants associated with post-construction activities to ensure compliance with ORC Section 6111.04, OAC Chapter 3745-1 and the terms and conditions of this permit.

B. Timing

A SWP3 shall be completed prior to the timely submittal of an NOI and updated in accordance with Part III.D. Upon request and good cause shown, the director may waive the requirement to have a SWP3 completed at the time of NOI submission. If a waiver has been granted, the SWP3 must be completed prior to the initiation of construction activities. The SWP3 must be implemented upon initiation of construction activities.

Permittees continuing coverage from the previous generations of this permit (OHR100000 and OHC000002) that have initiated construction activity prior to the receipt of the first written notification from Ohio EPA to submit a letter of intent to continue coverage, as required in Part II.E, are not required to update their SWP3 as a result of this renewal (OHC000003). Permittees continuing coverage from the previous generations of this permit (OHR100000 and OHC000002) that have not initiated construction activity prior to the receipt of the first written notification from Ohio EPA to submit a letter of intent to continue coverage, as required in Part II.E, are required to update their SWP3 as a result of this renewal (OHC000003).

C. SWP3 Signature and Review.

1. Plan Signature and Retention On Site. The SWP3 shall include the certification in Part V.H., be signed in accordance with Part V.G., and be retained on site during working hours.

Part III.C

2. Plan Availability

- a. On-site: The plan shall be made available immediately upon request of the director or his authorized representative during working hours. A copy of the NOI and letter granting permit coverage under this general permit also shall be made available at the site.
 - b. By written request: The permittee must provide a copy of the SWP3 within 10 days upon written request by any of the following:
 - i. The director or the director's authorized representative;
 - ii. A local agency approving sediment and erosion plans, grading plans or storm water management plans; or
 - iii. In the case of a storm water discharge associated with construction activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the operator of the system.
 - c. To the public: All NOIs, general permit approval for coverage letters, and SWP3s are considered reports that shall be available to the public in accordance with the Ohio Public Records law. The permittee shall make documents available to the public upon request or provide a copy at public expense, at cost, in a timely manner. However, the permittee may claim to Ohio EPA any portion of an SWP3 as confidential in accordance with Ohio law.
3. Plan Revision. The director or authorized representative, may notify the permittee at any time that the SWP3 does not meet one or more of the minimum requirements of this part. Within 10 days after such notification from the director (or as otherwise provided in the notification) or authorized representative, the permittee shall make the required changes to the SWP3 and, if requested, shall submit to Ohio EPA the revised SWP3 or a written certification that the requested changes have been made.

D. Amendments

The permittee shall amend the SWP3 whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to surface waters of the State or if the SWP3 proves to be ineffective in achieving the general objectives of controlling pollutants in storm water discharges associated with construction activity. Amendments to the SWP3 may be reviewed by Ohio EPA in the same manner as Part III.C.

Part III

E. Duty to inform contractors and subcontractors

The permittee shall inform all contractors and subcontractors not otherwise defined as “operators” in Part VII of this general permit, who will be involved in the implementation of the SWP3, of the terms and conditions of this general permit. The permittee shall maintain a written document containing the signatures of all contractors and subcontractors involved in the implementation of the SWP3 as proof acknowledging that they reviewed and understand the conditions and responsibilities of the SWP3. The written document shall be created and signatures of each individual contractor shall be obtained prior to their commencement of work on the construction site.

F. Total Maximum Daily Load (TMDL) allocations

If a TMDL is approved for any waterbody into which the permittee’s site discharges and requires specific BMPs for construction sites, the director may require the permittee to revise his/her SWP3.

G. SWP3 Requirements

Operations that discharge storm water from construction activities are subject to the following requirements and the SWP3 shall include the following items:

1. Site description. Each SWP3 shall provide:
 - a. A description of the nature and type of the construction activity (e.g., low density residential, shopping mall, highway, etc.);
 - b. Total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavation, filling or grading, including off-site borrow areas);
 - c. An estimate of the impervious area and percent imperviousness created by the construction activity;
 - d. A calculation of the runoff coefficients for both the pre-construction and post construction site conditions;
 - e. Existing data describing the soil and, if available, the quality of any discharge from the site;
 - f. A description of prior land uses at the site;

Part III.G.1

- g. An implementation schedule which describes the sequence of major construction operations (i.e., grubbing, excavating, grading, utilities and infrastructure installation) and the implementation of erosion, sediment and storm water management practices or facilities to be employed during each operation of the sequence;
- h. The name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water(s) and the areal extent and description of wetlands or other special aquatic sites at or near the site which will be disturbed or which will receive discharges from disturbed areas of the project. For discharges to an MS4, the point of discharge to the MS4 and the location where the MS4 ultimately discharges to a stream or surface water of the State must be indicated;
- i. For subdivided developments where the SWP3 does not call for a centralized sediment control capable of controlling multiple individual lots, a detail drawing of a typical individual lot showing standard individual lot erosion and sediment control practices.

This does not remove the responsibility to designate specific erosion and sediment control practices in the SWP3 for critical areas such as steep slopes, stream banks, drainage ways and riparian zones.

- j. Location and description of any storm water discharges associated with dedicated asphalt and dedicated concrete plants covered by this permit and the best management practices to address pollutants in these storm water discharges;
- k. A copy of the permit requirements (attaching a copy of this permit is acceptable);
- l. A cover page or title identifying the name and location of the site, the name and contact information of all construction site operators, the name and contact information for the person responsible for authorizing and amending the SWP3, preparation date, and the estimated dates that construction will start and be complete;
- m. A log documenting grading and stabilization activities as well as amendments to the SWP3, which occur after construction activities commence; and
- n. Site map showing:

Part III.G.1.n

- i. Limits of earth-disturbing activity of the site including associated off-site borrow or spoil areas that are not addressed by a separate NOI and associated SWP3;
- ii. Soils types should be depicted for all areas of the site, including locations of unstable or highly erodible soils;
- iii. Existing and proposed contours. A delineation of drainage watersheds expected during and after major grading activities as well as the size of each drainage watershed, in acres;
- iv. Surface water locations including springs, wetlands, streams, lakes, water wells, etc., on or within 200 feet of the site, including the boundaries of wetlands or stream channels and first subsequent named receiving water(s) the permittee intends to fill or relocate for which the permittee is seeking approval from the Army Corps of Engineers and/or Ohio EPA;
- v. Existing and planned locations of buildings, roads, parking facilities and utilities;
- vi. The location of all erosion and sediment control practices, including the location of areas likely to require temporary stabilization during the course of site development;
- vii. Sediment and storm water management basins noting their sediment settling volume and contributing drainage area;
- viii. Permanent storm water management practices to be used to control pollutants in storm water after construction operations have been completed.
- ix. Areas designated for the storage or disposal of solid, sanitary and toxic wastes, including dumpster areas, areas designated for cement truck washout, and vehicle fueling;
- x. The location of designated construction entrances where the vehicles will access the construction site;
- xi. The location of any in-stream activities including stream crossings;

Part III.G

2. **Controls.** The SWP3 must contain a description of the controls appropriate for each construction operation covered by this permit and the operator(s) must implement such controls. The SWP3 must clearly describe for each major construction activity identified in Part III.G.1.g: (a) appropriate control measures and the general timing (or sequence) during the construction process that the measures will be implemented; and (b) which contractor is responsible for implementation (e.g., contractor A will clear land and install perimeter controls and contractor B will maintain perimeter controls until final stabilization). The SWP3 shall identify the subcontractors engaged in activities that could impact storm water runoff. The SWP3 shall contain signatures from all of the identified subcontractors indicating that they have been informed and understand their roles and responsibilities in complying with the SWP3. Ohio EPA recommends that the primary site operator review the SWP3 with the primary contractor prior to commencement of construction activities and keep a SWP3 training log to demonstrate that this review has occurred.

Ohio EPA recommends that the erosion, sediment, and storm water management practices used to satisfy the conditions of this permit should meet the standards and specifications in the current edition of Ohio's Rainwater and Land Development (see definitions) manual or other standards acceptable to Ohio EPA. The controls shall include the following minimum components:

- a. **Non-Structural Preservation Methods.** The SWP3 must make use of practices which preserve the existing natural condition as much as feasible. Such practices may include: preserving riparian areas adjacent to surface waters of the State, preserving existing vegetation and vegetative buffer strips, phasing of construction operations in order to minimize the amount of disturbed land at any one time and designation of tree preservation areas or other protective clearing or grubbing practices. The recommended buffer that operators should leave undisturbed along a surface water of the State is 25 feet as measured from the ordinary high water mark of the surface water.
- b. **Erosion Control Practices.** The SWP3 must make use of erosion controls that are capable of providing cover over disturbed soils unless an exception is approved in accordance with Part III.G.4. A description of control practices designed to restabilize disturbed areas after grading or construction shall be included in the SWP3. The SWP3 must provide specifications for stabilization of all disturbed areas of the site and provide guidance as to which method of stabilization will be employed for any time of the year. Such practices may include: temporary seeding, permanent seeding, mulching, matting, sod stabilization, vegetative buffer strips, phasing of construction operations, use of construction entrances and the use of alternative ground cover.

Part III.G.2.b

- i. **Stabilization.** Disturbed areas must be stabilized as specified in the following tables below. Permanent and temporary stabilization are defined in Part VII.

Table 1: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the State and at final grade	Within two days of reaching final grade
Any other areas at final grade	Within seven days of reaching final grade within that area

Table 2: Temporary Stabilization

Area requiring temporary stabilization	Time frame to apply erosion controls
Any disturbed areas within 50 feet of a surface water of the State and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 21 days
For all construction activities, any disturbed areas that will be dormant for more than 21 days but less than one year, and not within 50 feet of a surface water of the State	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

Where vegetative stabilization techniques may cause structural instability or are otherwise unobtainable, alternative stabilization techniques must be employed.

- ii. **Permanent stabilization of conveyance channels.** Operators shall undertake special measures to stabilize channels and outfalls and prevent erosive flows. Measures may include seeding, dormant seeding (as defined in the current edition of the Rainwater and Land Development manual), mulching, erosion control matting, sodding, riprap, natural channel design with bioengineering techniques or rock check dams.

Part III.G.2

- c. **Runoff Control Practices.** The SWP3 shall incorporate measures which control the flow of runoff from disturbed areas so as to prevent erosion from occurring. Such practices may include rock check dams, pipe slope drains, diversions to direct flow away from exposed soils and protective grading practices. These practices shall divert runoff away from disturbed areas and steep slopes where practicable. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.
- d. **Sediment Control Practices.** The plan shall include a description of structural practices that shall store runoff allowing sediments to settle and/or divert flows away from exposed soils or otherwise limit runoff from exposed areas. Structural practices shall be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. Such practices may include, among others: sediment settling ponds, silt fences, earth diversion dikes or channels which direct runoff to a sediment settling pond and storm drain inlet protection. All sediment control practices must be capable of ponding runoff in order to be considered functional. Earth diversion dikes or channels alone are not considered a sediment control practice unless those are used in conjunction with a sediment settling pond.

The SWP3 must contain detail drawings for all structural practices.

- i. Timing. Sediment control structures shall be functional throughout the course of earth disturbing activity. Sediment basins and perimeter sediment barriers shall be implemented prior to grading and within seven days from the start of grubbing. They shall continue to function until the up slope development area is restabilized. As construction progresses and the topography is altered, appropriate controls must be constructed or existing controls altered to address the changing drainage patterns.
- ii. Sediment settling ponds. A sediment settling pond is required for any one of the following conditions:
- concentrated storm water runoff (e.g., storm sewer or ditch);
 - runoff from drainage areas, which exceed the design capacity of silt fence or other sediment barriers;
 - runoff from drainage areas that exceed the design capacity of inlet protection; or
 - runoff from common drainage locations with 10 or more acres of disturbed land.

Part III.G.2.d.ii

The permittee may request approval from Ohio EPA to use alternative controls if the permittee can demonstrate the alternative controls are equivalent in effectiveness to a sediment settling pond.

The sediment settling pond volume consists of both a dewatering zone and a sediment storage zone. The volume of the dewatering zone shall be a minimum of 1800 cubic feet (ft³) per acre of drainage (67 yd³/acre) with a minimum 48-hour drain time for sediment basins serving a drainage area over 5 acres. The volume of the sediment storage zone shall be calculated by one of the following methods: Method 1: The volume of the sediment storage zone shall be 1000 ft³ per disturbed acre within the watershed of the basin. OR Method 2: The volume of the sediment storage zone shall be the volume necessary to store the sediment as calculated with RUSLE or a similar generally accepted erosion prediction model. The accumulated sediment shall be removed from the sediment storage zone once it's full. When determining the total contributing drainage area, off-site areas and areas which remain undisturbed by construction activity must be included unless runoff from these areas is diverted away from the sediment settling pond and is not co-mingled with sediment-laden runoff. The depth of the dewatering zone must be less than or equal to five feet. The configuration between inlets and the outlet of the basin must provide at least two units of length for each one unit of width (> 2:1 length:width ratio), however, a length to width ratio of 4:1 is recommended. When designing sediment settling ponds, the permittee must consider public safety, especially as it relates to children, as a design factor for the sediment basin and alternative sediment controls must be used where site limitations would preclude a safe design. The use of a combination of sediment and erosion control measures in order to achieve maximum pollutant removal is encouraged.

- iii. Silt Fence and Diversions. Sheet flow runoff from denuded areas shall be intercepted by silt fence or diversions to protect adjacent properties and water resources from sediment transported via sheet flow. Where intended to provide sediment control, silt fence shall be placed on a level contour downslope of the disturbed area. This permit does not preclude the use of other sediment barriers designed to control sheet flow runoff. The relationship between the maximum drainage area to silt fence for a particular slope range is shown in the table below.

Part III.G.2.d.iii

Maximum drainage area (in acres) to 100 linear feet of silt fence	Range of slope for a particular drainage area (in percent)
0.5	< 2%
0.25	≥ 2% but < 20%
0.125	≥ 20% but < 50%

Placing silt fence in a parallel series does not extend the size of the drainage area. Storm water diversion practices shall be used to keep runoff away from disturbed areas and steep slopes where practicable. Such devices, which include swales, dikes or berms, may receive storm water runoff from areas up to 10 acres.

- iv. Inlet Protection. Other erosion and sediment control practices shall minimize sediment laden water entering active storm drain systems, unless the storm drain system drains to a sediment settling pond. All inlets receiving runoff from drainage areas of one or more acres will require a sediment settling pond.
- v. Surface Waters of the State Protection. If construction activities disturb areas adjacent to surface waters of the State, structural practices shall be designed and implemented on site to protect all adjacent surface waters of the State from the impacts of sediment runoff. No structural sediment controls (e.g., the installation of silt fence or a sediment settling pond) shall be used in a surface water of the State. For all construction activities immediately adjacent to surface waters of the State, it is recommended that a setback of at least 25-feet, as measured from the ordinary high water mark of the surface water, be maintained in its natural state as a permanent buffer. Where impacts within this setback area are unavoidable due to the nature of the construction activity (e.g., stream crossings for roads or utilities), the project shall be designed such that the number of stream crossings and the width of the disturbance within the setback area are minimized.
- vi. Modifying Controls. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the permittee must replace or modify the control for site conditions.

Part III.G.2

- e. **Post-Construction Storm Water Management Requirements.** So that the receiving stream's physical, chemical, and biological characteristics are protected and stream functions are maintained, post-construction storm water practices shall provide perpetual management of runoff quality and quantity. To meet the post-construction requirements of this permit, the SWP3 must contain a description of the post-construction BMPs that will be installed during construction for the site and the rationale for their selection. The rationale must address the anticipated impacts on the channel and floodplain morphology, hydrology, and water quality. Post-construction BMPs cannot be installed within a surface water of the State (e.g., wetland or stream) unless it's authorized by a CWA 401 water quality certification, CWA 404 permit, or Ohio EPA non-jurisdictional wetland/stream program approval. Note: localities may have more stringent post-construction requirements.

Detail drawings and maintenance plans must be provided for all post-construction BMPs. Maintenance plans shall be provided by the permittee to the post-construction operator of the site (including homeowner associations) upon completion of construction activities (prior to termination of permit coverage). For sites located within a community with a regulated municipal separate storm sewer system (MS4), the permittee, land owner, or other entity with legal control of the property may be required to develop and implement a maintenance plan to comply with the requirements of the MS4. Maintenance plans must ensure that pollutants collected within structural post-construction practices, be disposed of in accordance with local, state, and federal regulations. To ensure that storm water management systems function as they were designed and constructed, the post construction operation and maintenance plan must be a stand-alone document, which contains: (1) a designated entity for storm water inspection and maintenance responsibilities; (2) the routine and non-routine maintenance tasks to be undertaken; (3) a schedule for inspection and maintenance; (4) any necessary legally binding maintenance easements and agreements; and (5) a map showing all access and maintenance easements. Permittees are not responsible under this permit for operation and maintenance of post-construction practices once coverage under this permit is terminated.

Post-construction storm water BMPs that discharge pollutants from point sources once construction is completed, may in themselves, need authorization under a separate NPDES permit (one example is storm water discharges from regulated industrial sites).

Part III.G.2.e

Construction activities that do not include the installation of any impervious surface (e.g., soccer fields), abandoned mine land reclamation activities regulated by the Ohio Department of Natural Resources, stream and wetland restoration activities, and wetland mitigation activities are not required to comply with the conditions of Part III.G.2.e of this permit. Linear construction projects, (e.g., pipeline or utility line installation), which do not result in the installation of additional impervious surface, are not required to comply with the conditions of Part III.G.2.e of this permit. However, linear construction projects must be designed to minimize the number of stream crossings and the width of disturbance and achieve final stabilization of the disturbed area as defined in Part VII.H.1.

Large Construction Activities. For all large construction activities (involving the disturbance of five or more acres of land or will disturb less than five acres, but is a part of a larger common plan of development or sale which will disturb five or more acres of land), the post construction BMP(s) chosen must be able to detain storm water runoff for protection of the stream channels, stream erosion control, and improved water quality. The BMP(s) chosen must be compatible with site and soil conditions. Structural (designed) post-construction storm water treatment practices shall be incorporated into the permanent drainage system for the site. The BMP(s) chosen must be sized to treat the water quality volume (WQv) and ensure compliance with Ohio's Water Quality Standards in OAC Chapter 3745-1. The WQv shall be equivalent to the volume of runoff from a 0.75-inch rainfall and shall be determined according to the following equation:

$$WQv = C * P * A / 12$$

where:

WQv = water quality volume in acre-feet

C = runoff coefficient appropriate for storms less than 1 inch
(Either use the following formula: $C = 0.858i^3 - 0.78i^2 + 0.774i + 0.04$, where i = fraction of post-construction impervious surface or use Table 1)

P = 0.75 inch precipitation depth

A = area draining into the BMP in acres

Part III.G.2.e

Table 1
Runoff Coefficients Based on the Type of Land Use

Land Use	Runoff Coefficient
Industrial & Commercial	0.8
High Density Residential (>8 dwellings/acre)	0.5
Medium Density Residential (4 to 8 dwellings/acre)	0.4
Low Density Residential (<4 dwellings/acre)	0.3
Open Space and Recreational Areas	0.2

Where the land use will be mixed, the runoff coefficient should be calculated using a weighted average. For example, if 60% of the contributing drainage area to the storm water treatment structure is Low Density Residential, 30% is High Density Residential, and 10% is Open Space, the runoff coefficient is calculated as follows $(0.6)(0.3) + (0.3)(0.5) + (0.1)(0.2) = 0.35$.

An additional volume equal to 20 percent of the WQv shall be incorporated into the BMP for sediment storage. Ohio EPA recommends that BMPs be designed according to the methodology included in the Rainwater and Land Development manual or in another design manual acceptable for use by Ohio EPA.

The BMPs listed in Table 2 below shall be considered standard BMPs approved for general use. However communities with a regulated MS4 may limit the use of some of these BMPs. BMPs shall be designed such that the drain time is long enough to provide treatment, but short enough to provide storage for successive rainfall events and avoid the creation of nuisance conditions. The outlet structure for the post-construction BMP must not discharge more than the first half of the WQv or extended detention volume (EDv) in less than one-third of the drain time. The EDv is the volume of storm water runoff that must be detained by a structural post-construction BMP. The EDv is equal to 75 percent of the WQv for wet extended detention basins, but is equal to the WQv for all other BMPs listed in Table 2.

Part III.G.2.e

Table 2
Structural Post-Construction BMPs & Associated Drain (Drawdown) Times

Best Management Practice	Drain Time of WQv
Infiltration Basin [^]	24 - 48 hours
Enhanced Water Quality Swale	24 hours
Dry Extended Detention Basin [*]	48 hours
Wet Extended Detention Basin ^{**}	24 hours
Constructed Wetland (above permanent pool) ⁺	24 hours
Sand & Other Media Filtration	40 hours
Bioretention Cell [^]	40 hours
Pocket Wetland [#]	24 hours
Vegetated Filter Strip	24 hours

^{*} Dry basins must include forebay and micropool each sized at 10% of the WQv

^{**} Provide both a permanent pool and an EDv above the permanent pool, each sized at 0.75

^{*} WQv

⁺ Extended detention shall be provided for the full WQv above the permanent water pool.

[^] The WQv shall completely infiltrate within 48 hours so there is no standing or residual water in the BMP.

[#] Pocket wetlands must have a wet pool equal to the WQv, with 25% of the WQv in a pool and 75% in marshes. The EDv above the permanent pool must be equal to the WQv.

The permittee may request approval from Ohio EPA to use alternative post-construction BMPs if the permittee can demonstrate that the alternative BMPs are equivalent in effectiveness to those listed in Table 2 above. Construction activities shall be exempt from this condition if it can be demonstrated that the WQv is provided within an existing structural post-construction BMP that is part of a larger common plan of development or if structural post-construction BMPs are addressed in a regional or local storm water management plan. A municipally operated regional storm water BMP can be used as a post-construction BMP provided that the BMP can detain the WQv from its entire drainage area and release it over a 24 hour period.

Transportation Projects The construction of new roads and roadway improvement projects by public entities (i.e., the state, counties, townships, cities, or villages) may implement post-construction BMPs in compliance with the current version (as of the effective date of this permit) of the Ohio Department of Transportation's "Location and Design Manual, Volume Two Drainage Design" that has been accepted by Ohio EPA as an alternative to the conditions of this permit.

Part III.G.2.e

Offsite Mitigation of Post-Construction Ohio EPA may authorize the offsite mitigation of the post-construction requirements of Part III.G.2.e of this permit on a case by case basis provided the permittee clearly demonstrates the BMPs listed in Table 2 are not feasible and the following criteria is met: (1) a maintenance agreement or policy is established to ensure operations and treatment in perpetuity; (2) the offsite location discharges to the same HUC-14 watershed unit; and (3) the mitigation ratio of the WQv is 1.5 to 1 or the WQv at the point of retrofit, whichever is greater. Requests for offsite mitigation must be received prior to receipt of the NOI applications.

Redevelopment Projects Sites that have been previously developed where no post-construction BMPs were installed shall either ensure a 20 percent net reduction of the site impervious area, provide for treatment of at least 20 percent of the WQ_v, or a combination of the two. A one-for-one credit towards the 20 percent net reduction of impervious area can be obtained through the use of pervious pavement and/or green roofs. Where projects are a combination of new development and redevelopment, the total WQv that must be treated shall be calculated by a weighted average based on acreage, with the new development at 100 percent WQv and redevelopment at 20 percent WQv.

Non-Structural Post-Construction BMPs The size of the structural post-construction can be reduced by incorporating non-structural post-construction BMPs into the design. Practices such as preserving open space will reduce the runoff coefficient and, thus, the WQv. Ohio EPA encourages the implementation of riparian and wetland setbacks. Practices which reduce storm water runoff include permeable pavements, green roofs, rain barrels, conservation development, smart growth, low-impact development, and other site design techniques contained in the Ohio Lake Commission's Balanced Growth Program (see <http://www.epa.state.oh.us/oleo/bg1/index.html>). In order to promote the implementation of such practices, the Director may consider the use of non-structural practices to demonstrate compliance with Part III.G.2.e of this permit for areas of the site not draining into a common drainage system of the site, i.e., sheet flow from perimeter areas such as the rear yards of residential lots, for low density development scenarios, or where the permittee can demonstrate that the intent of pollutant removal and stream protection, as required in Part III.G.2.e of this permit is being addressed through non-structural post-construction BMPs based upon review and approval by Ohio EPA.

Part III.G.2.e

Use of Alternative Post-Construction BMPs This permit does not preclude the use of innovative or experimental post-construction storm water management technologies. However, the Director may require these practices to be tested using the protocol outlined in the Technology Acceptance Reciprocity Partnership's (TARP) Protocol for Stormwater Best Management Practice Demonstrations (see <http://www.dep.state.pa.us/dep/deputate/pollprev/techservices/tarp>).

The Director may require discharges from such structures to be monitored to ensure compliance with Part III.G.2.e of this permit. Permittees must request approval from Ohio EPA to use alternative post-construction BMPs if the permittee can demonstrate that the alternative BMPs are equivalent in effectiveness to those listed in Table 2 above. To demonstrate this equivalency, the permittee must show that the alternative BMP has a minimum total suspended solids (TSS) removal efficiency of 80 percent. Also, the WQv discharge rate from the practice must be reduced to prevent stream bed erosion and protect the physical and biological stream integrity unless there will be negligible hydrological impact to the receiving surface water of the State. The discharges will have a negligible impact if the permittee can demonstrate that one of the following four conditions exist:

- i. The entire WQv is recharged to groundwater;
- ii. The larger common plan of development or sale will create less than one acre of impervious surface;
- iii. The project is a redevelopment project within an ultra-urban setting (i.e., a downtown area or on a site where 100 percent of the project area is already impervious surface and the storm water discharge is directed into an existing storm sewer system); or
- iv. The storm water drainage system of the development discharges directly into a large river (fourth order or greater) or to a lake and where the development area is less than 5 percent of the watershed area upstream of the development site, unless a TMDL identified water quality problems in the receiving surface waters of the State.

Part III.G.2.e

The Director shall only consider the use of alternative BMPs on projects where the permittee can demonstrate that the implementation of the BMPs listed in Table 2 is infeasible due to physical site constraints that prevent the ability to provide functional BMP design. Alternative practices may include, but are not limited to, underground detention structures, vegetated swales and vegetated filter strips designed using water quality flow, natural depressions, rain barrels, permeable pavements green roofs, rain gardens, catch basin inserts, and hydrodynamics separators. The Director may also consider non-structural post-construction approaches where no local requirement for such practices exist.

Small Construction Activities. For all small land disturbance activities (which disturb one or more, but less than five acres of land and is not a part of a larger common plan of development or sale which will disturb five or more acres of land), a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed must be included in the SWP3. Structural measures should be placed on upland soils to the degree attainable. Such practices may include, but are not limited to: storm water detention structures (including wet basins); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (which combine several practices). The SWP3 shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed pre-development levels.

- f. **Surface Water Protection.** If the project site contains any streams, rivers, lakes, wetlands or other surface waters, certain construction activities at the site may be regulated under the CWA and/or state non-jurisdictional stream and wetland requirements. Sections 404 and 401 of the Act regulate the discharge of dredged or fill material into surface waters and the impacts of such activities on water quality, respectively. Construction activities in surface waters which may be subject to CWA regulation and/or state requirements include, but are not limited to: sewer line crossings, grading, backfilling or culverting streams, filling wetlands, road and utility line construction, bridge installation and installation of flow control structures. If the project contains streams, rivers, lakes or wetlands or possible wetlands, the permittee must contact the appropriate U.S. Army Corps of Engineers District Office. (CAUTION: Any area of seasonally wet hydric soil is a potential wetland - please consult the Soil Survey and list of hydric soils for your County, available at your county's Soil and Water Conservation District. If you have any questions about Section 401 water quality certification, please contact the Ohio Environmental Protection Agency, Section 401 Coordinator.)

Part III.G.2.f

U.S. Army Corps of Engineers (Section 404 regulation):
Huntington, WV District (304) 399-5210 (Muskingum River, Hocking River, Scioto River, Little Miami River, and Great Miami River Basins)
Buffalo, NY District (716) 879-4191 (Lake Erie Basin)
Pittsburgh, PA District (412) 395-7154 (Mahoning River Basin)
Louisville, KY District (502) 315-6733 (Ohio River)

Ohio EPA 401/404 and non-jurisdictional stream/wetland coordinator can be contacted at (614) 644-2001 (all of Ohio)

Concentrated storm water runoff from BMPs to natural wetlands shall be converted to diffuse flow before the runoff enters the wetlands. The flow should be released such that no erosion occurs downslope. Level spreaders may need to be placed in series, particularly on steep sloped sites, to ensure non-erosive velocities. Other structural BMPs may be used between storm water features and natural wetlands, in order to protect the natural hydrology, hydroperiod, and wetland flora. If the applicant proposes to discharge to natural wetlands, a hydrologic analysis shall be performed. The applicant shall attempt to match the pre-development hydroperiods and hydrodynamics that support the wetland. The applicant shall assess whether their construction activity will adversely impact the hydrologic flora and fauna of the wetland. Practices such as vegetative buffers, infiltration basins, conservation of forest cover, and the preservation of intermittent streams, depressions, and drainage corridors may be used to maintain wetland hydrology.

- g. **Other controls.** The SWP3 must also provide BMPs for pollutant sources other than sediment. Non-sediment pollutant sources, which may be present on a construction site, include paving operations, concrete washout, structure painting, structure cleaning, demolition debris disposal, drilling and blasting operations, material storage, slag, solid waste, hazardous waste, contaminated soils, sanitary and septic wastes, vehicle fueling and maintenance activities, and landscaping operations.
 - i. **Non-Sediment Pollutant Controls.** No solid or liquid waste, including building materials, shall be discharged in storm water runoff. The permittee must implement all necessary BMPs to prevent the discharge of non-sediment pollutants to the drainage system of the site or surface waters of the State. Under no circumstance shall concrete trucks wash out directly into a drainage channel, storm sewer or surface waters of the State. No exposure of storm water to waste materials is recommended.
 - ii. **Off-site traffic.** Off-site vehicle tracking of sediments and dust generation shall be minimized.

Part III.G.2.g

- iii. **Compliance with other requirements.** The SWP3 shall be consistent with applicable State and/or local waste disposal, sanitary sewer or septic system regulations, including provisions prohibiting waste disposal by open burning and shall provide for the proper disposal of contaminated soils to the extent these are located within the permitted area.
- iv. **Trench and ground water control.** There shall be no turbid discharges to surface waters of the State resulting from dewatering activities. If trench or ground water contains sediment, it must pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag or comparable practice. Ground water dewatering which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care must be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.
- v. **Contaminated Sediment.** Where construction activities are to occur on sites with contamination from previous activities, operators must be aware that concentrations of materials that meet other criteria (is not considered a Hazardous Waste, meeting VAP standards, etc.) may still result in storm water discharges in excess of Ohio Water Quality Standards. Such discharges are not authorized by this permit. Appropriate BMPs include, but are not limited to:
 - The use of berms, trenches, and pits to collect contaminated runoff and prevent discharges;
 - Pumping runoff into a sanitary sewer (with prior approval of the sanitary sewer operator) or into a container for transport to an appropriate treatment/disposal facility; and
 - Covering areas of contamination with tarps or other methods that prevent storm water from coming into contact with the material.

Operators should consult with Ohio EPA Division of Surface Water prior to seeking permit coverage.

- h. **Maintenance.** All temporary and permanent control practices shall be maintained and repaired as needed to ensure continued performance of their intended function. All sediment control practices must be maintained in a functional condition until all up slope areas they control are permanently stabilized. The SWP3 shall be designed to minimize maintenance requirements. The applicant shall provide a description of maintenance procedures needed to ensure the continued performance of control practices.

Part III.G.2

- i. **Inspections.** At a minimum, procedures in an SWP3 shall provide that all controls on the site are inspected at least once every seven calendar days and within 24 hours after any storm event greater than one-half inch of rain per 24 hour period. The inspection frequency may be reduced to at least once every month if the entire site is temporarily stabilized or runoff is unlikely due to weather conditions (e.g., site is covered with snow, ice, or the ground is frozen). A waiver of inspection requirements is available until one month before thawing conditions are expected to result in a discharge if all of the following conditions are met: the project is located in an area where frozen conditions are anticipated to continue for extended periods of time (i.e., more than one month); land disturbance activities have been suspended; and the beginning and ending dates of the waiver period are documented in the SWP3. Once a definable area has been finally stabilized, you may mark this on your SWP3 and no further inspection requirements apply to that portion of the site. The permittee shall assign "qualified inspection personnel" to conduct these inspections to ensure that the control practices are functional and to evaluate whether the SWP3 is adequate and properly implemented in accordance with the schedule proposed in Part III.G.1.g of this permit or whether additional control measures are required.

Following each inspection, a checklist must be completed and signed by the qualified inspection personnel representative. At a minimum, the inspection report must include:

- i. the inspection date;
- ii. names, titles, and qualifications of personnel making the inspection;
- iii. weather information for the period since the last inspection (or since commencement of construction activity if the first inspection) including a best estimate of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches), and whether any discharges occurred;
- iv. weather information and a description of any discharges occurring at the time of the inspection;
- v. location(s) of discharges of sediment or other pollutants from the site;
- vi. location(s) of BMPs that need to be maintained;
- vii. location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
- viii. location(s) where additional BMPs are needed that did not exist at the time of inspection; and
- ix. corrective action required including any changes to the SWP3 necessary and implementation dates.

Part III.G.2.i

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential for pollutants entering the drainage system. Erosion and sediment control measures identified in the SWP3 shall be observed to ensure that those are operating correctly. Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

The permittee shall maintain for three years following the submittal of a notice of termination form, a record summarizing the results of the inspection, names(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWP3 and a certification as to whether the facility is in compliance with the SWP3 and the permit and identify any incidents of non-compliance. The record and certification shall be signed in accordance with Part V.G. of this permit.

- i. **When practices require repair or maintenance.** If the inspection reveals that a control practice is in need of repair or maintenance, with the exception of a sediment settling pond, it must be repaired or maintained within three days of the inspection. Sediment settling ponds must be repaired or maintained within 10 days of the inspection.
- ii. **When practices fail to provide their intended function.** If the inspection reveals that a control practice fails to perform its intended function and that another, more appropriate control practice is required, the SWP3 must be amended and the new control practice must be installed within 10 days of the inspection.
- iii. **When practices depicted on the SWP3 are not installed.** If the inspection reveals that a control practice has not been implemented in accordance with the schedule contained in Part III.G.1.g of this permit, the control practice must be implemented within 10 days from the date of the inspection. If the inspection reveals that the planned control practice is not needed, the record must contain a statement of explanation as to why the control practice is not needed.

Part III.G

3. **Approved State or local plans.** All dischargers regulated under this general permit must comply, except those exempted under state law, with the lawful requirements of municipalities, counties and other local agencies regarding discharges of storm water from construction activities. All erosion and sediment control plans and storm water management plans approved by local officials shall be retained with the SWP3 prepared in accordance with this permit. Applicable requirements for erosion and sediment control and storm water management approved by local officials are, upon submittal of a NOI form, incorporated by reference and enforceable under this permit even if they are not specifically included in an SWP3 required under this permit. When the project is located within the jurisdiction of a regulated municipal separate storm sewer system (MS4), the permittee must certify that the SWP3 complies with the requirements of the storm water management program of the MS4 operator.
4. **Exceptions.** If specific site conditions prohibit the implementation of any of the erosion and sediment control practices contained in this permit or site specific conditions are such that implementation of any erosion and sediment control practices contained in this permit will result in no environmental benefit, then the permittee shall provide justification for rejecting each practice based on site conditions. Exceptions from implementing the erosion and sediment control standards contained in this permit will be approved or denied on a case-by-case basis.

The permittee may request approval from Ohio EPA to use alternative methods to satisfy conditions in this permit if the permittee can demonstrate that the alternative methods are sufficient to protect the overall integrity of receiving streams and the watershed. Alternative methods will be approved or denied on a case-by-case basis.

PART IV. NOTICE OF TERMINATION REQUIREMENTS

A. Failure to notify.

The terms and conditions of this permit shall remain in effect until a signed Notice of Termination (NOT) form is submitted. Failure to submit an NOT constitutes a violation of this permit and may affect the ability of the permittee to obtain general permit coverage in the future.

B. When to submit an NOT

1. Permittees wishing to terminate coverage under this permit must submit an NOT form in accordance with Part V.G. of this permit. Compliance with this permit is required until an NOT form is submitted. The permittee's authorization to discharge under this permit terminates at midnight of the day the NOT form is

Part IV.B

submitted. Prior to submitting the NOT form, the permittee shall conduct a site inspection in accordance with Part III.G.2.i of this permit and have a maintenance agreement in place to ensure all post-construction BMPs will be maintained in perpetuity.

2. All permittees must submit an NOT form within 45 days of completing all permitted land disturbance activities. Enforcement actions may be taken if a permittee submits an NOT form without meeting one or more of the following conditions:
 - a. Final stabilization (see definition in Part VII) has been achieved on all portions of the site for which the permittee is responsible (including, if applicable, returning agricultural land to its pre-construction agricultural use);
 - b. Another operator(s) has assumed control over all areas of the site that have not been finally stabilized;
 - c. For residential construction only, temporary stabilization has been completed and the lot, which includes a home, has been transferred to the homeowner. (Note: individual lots without housing which are sold by the developer must undergo final stabilization prior to termination of permit coverage.); or
 - d. An exception has been granted under Part III.G.4.

C. How to submit an NOT

Permittees must use Ohio EPA's approved NOT form. The form must be completed and mailed according to the instructions and signed in accordance with Part V.G of this permit.

PART V. STANDARD PERMIT CONDITIONS.

A. Duty to comply.

1. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of ORC Chapter 6111. and is grounds for enforcement action.
2. Ohio law imposes penalties and fines for persons who knowingly make false statements or knowingly swear or affirm the truth of a false statement previously made.

B. Continuation of an expired general permit.

An expired general permit continues in force and effect until a new general permit is issued.

Part V

C. Need to halt or reduce activity not a defense.

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to mitigate.

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Duty to provide information.

The permittee shall furnish to the director, within 10 days of written request, any information which the director may request to determine compliance with this permit. The permittee shall also furnish to the director upon request copies of records required to be kept by this permit.

F. Other information.

When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the NOI, SWP3, NOT or in any other report to the director, he or she shall promptly submit such facts or information.

G. Signatory requirements.

All NOIs, NOTs, SWP3s, reports, certifications or information either submitted to the director or that this permit requires to be maintained by the permittee, shall be signed.

1. These items shall be signed as follows:

- a. For a corporation: By a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
 - i. A president, secretary, treasurer or vice-president of the corporation in charge of a principal business function or any other person who performs similar policy or decision-making functions for the corporation; or

Part V.G.1.a

- ii. The manager of one or more manufacturing, production or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
 - b. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively; or
 - c. For a municipality, State, Federal or other public agency: By either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of U.S. EPA).
2. All reports required by the permits and other information requested by the director shall be signed by a person described in Part V.G.1 of this permit or by a duly authorized representative of that person. A person is a duly authorized representative only if:
- a. The authorization is made in writing by a person described in Part V.G.1 of this permit and submitted to the director;
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator of a well or well field, superintendent, position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and
 - c. The written authorization is submitted to the director.

Part V.G

3. Changes to authorization. If an authorization under Part V.G.2 of this permit is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part V.G.2 of this permit must be submitted to the director prior to or together with any reports, information or applications to be signed by an authorized representative.

H. Certification.

Any person signing documents under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

I. Oil and hazardous substance liability.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject under section 311 of the CWA or 40 CFR Part 112. 40 CFR Part 112 establishes procedures, methods and equipment and other requirements for equipment to prevent the discharge of oil from non-transportation-related onshore and offshore facilities into or upon the navigable surface waters of the State or adjoining shorelines.

J. Property rights.

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

K. Severability.

The provisions of this permit are severable and if any provision of this permit or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

Part V

L. Transfers.

Ohio NPDES general permit coverage is transferable. Ohio EPA must be notified in writing sixty days prior to any proposed transfer of coverage under an Ohio NPDES general permit. The transferee must inform Ohio EPA it will assume the responsibilities of the original permittee transferor.

M. Environmental laws.

No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

N. Proper operation and maintenance.

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of SWP3s. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.

O. Inspection and entry.

The permittee shall allow the director or an authorized representative of Ohio EPA, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit; and
3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment).

PART VI. REOPENER CLAUSE

A. If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with construction activity covered by this permit, the permittee of such discharge may be required to obtain coverage under an individual permit or an alternative general permit in accordance with Part I.C of this permit or the permit may be modified to include different limitations and/or requirements.

B. Permit modification or revocation will be conducted according to ORC Chapter 6111.

PART VII. DEFINITIONS

- A. "Act" means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, Pub. L. 97-117 and Pub. L. 100-4, 33 U.S.C. 1251 et. seq.
- B. "Best management practices (BMPs)" means schedules of activities, prohibitions of practices, maintenance procedures and other management practices (both structural and non-structural) to prevent or reduce the pollution of surface waters of the State. BMP's also include treatment requirements, operating procedures and practices to control plant and/or construction site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage.
- C. "Commencement of construction" means the initial disturbance of soils associated with clearing, grubbing, grading, placement of fill or excavating activities or other construction activities.
- D. "Concentrated storm water runoff" means any storm water runoff which flows through a drainage pipe, ditch, diversion or other discrete conveyance channel.
- E. "Director" means the director of the Ohio Environmental Protection Agency.
- F. "Discharge" means the addition of any pollutant to the surface waters of the State from a point source.
- G. "Disturbance" means any clearing, grading, excavating, filling, or other alteration of land surface where natural or man-made cover is destroyed in a manner that exposes the underlying soils.
- H. "Final stabilization" means that either:
 - 1. All soil disturbing activities at the site are complete and a uniform perennial vegetative cover (e.g., evenly distributed, without large bare areas) with a density of at least 70 percent cover for the area has been established on all unpaved areas and areas not covered by permanent structures or equivalent stabilization measures (such as the use of landscape mulches, rip-rap, gabions or geotextiles) have been employed. In addition, all temporary erosion and sediment control practices are removed and disposed of and all trapped sediment is permanently stabilized to prevent further erosion; or
 - 2. For individual lots in residential construction by either:
 - a. The homebuilder completing final stabilization as specified above or

Part VII.H.2

- b. The homebuilder establishing temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for and benefits of, final stabilization. (Homeowners typically have an incentive to put in the landscaping functionally equivalent to final stabilization as quick as possible to keep mud out of their homes and off sidewalks and driveways.); or
- 3. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its pre-construction agricultural use. Areas disturbed that were previously used for agricultural activities, such as buffer strips immediately adjacent to surface waters of the State and which are not being returned to their pre-construction agricultural use, must meet the final stabilization criteria in (1) or (2) above.
- I. "Individual Lot NOI" means a Notice of Intent for an individual lot to be covered by this permit (see parts I and II of this permit).
- J. "Larger common plan of development or sale"- means a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.
- K. "MS4" means municipal separate storm sewer system which means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) that are:
 - 1. Owned or operated by the federal government, state, municipality, township, county, district(s) or other public body (created by or pursuant to state or federal law) including special district under state law such as a sewer district, flood control district or drainage districts or similar entity or a designated and approved management agency under section 208 of the act that discharges into surface waters of the State; and
 - 2. Designed or used for collecting or conveying solely storm water,
 - 3. Which is not a combined sewer and
 - 4. Which is not a part of a publicly owned treatment works.
- L. "National Pollutant Discharge Elimination System (NPDES)" means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits and enforcing pretreatment requirements, under sections 307, 402, 318 and 405 of the CWA. The term includes an "approved program."

Part VII

- M. "NOI" means notice of intent to be covered by this permit.
- N. "NOT" means notice of termination.
- O. "Operator" means any party associated with a construction project that meets either of the following two criteria:
1. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
 2. The party has day-to-day operational control of those activities at a project which are necessary to ensure compliance with an SWP3 for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

As set forth in Part II.A, there can be more than one operator at a site and under these circumstances, the operators shall be co-permittees.

- P. "Owner or operator" means the owner or operator of any "facility or activity" subject to regulation under the NPDES program.
- Q. "Permanent stabilization" means the establishment of permanent vegetation, decorative landscape mulching, matting, sod, rip rap and landscaping techniques to provide permanent erosion control on areas where construction operations are complete or where no further disturbance is expected for at least one year.
- R. "Percent imperviousness" means the impervious area created divided by the total area of the project site.
- S. "Point source" means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or the floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.
- T. "Qualified inspection personnel" means a person knowledgeable in the principles and practice of erosion and sediment controls, who possesses the skills to assess all conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity.

Part VII

- U. "Rainwater and Land Development" is a manual describing construction and post-construction best management practices and associated specifications. A copy of the manual may be obtained by contacting the Ohio Department of Natural Resources, Division of Soil & Water Conservation.
- V. "Riparian area" means the transition area between flowing water and terrestrial (land) ecosystems composed of trees, shrubs and surrounding vegetation which serve to stabilize erodible soil, improve both surface and ground water quality, increase stream shading and enhance wildlife habitat.
- W. "Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.
- X. "Sediment settling pond" means a sediment trap, sediment basin or permanent basin that has been temporarily modified for sediment control, as described in the latest edition of the Rainwater and Land Development manual.
- Y. "State isolated wetland permit requirements" means the requirements set forth in Sections 6111.02 through 6111.029 of the ORC.
- Z. "Storm water" means storm water runoff, snow melt and surface runoff and drainage.
- AA. "Surface waters of the State" or "water bodies" means all streams, lakes, reservoirs, ponds, marshes, wetlands or other waterways which are situated wholly or partially within the boundaries of the state, except those private waters which do not combine or effect a junction with natural surface or underground waters. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the ORC are not included.
- BB. "SWP3" means storm water pollution prevention plan.
- CC. "Temporary stabilization" means the establishment of temporary vegetation, mulching, geotextiles, sod, preservation of existing vegetation and other techniques capable of quickly establishing cover over disturbed areas to provide erosion control between construction operations.
- DD. "Water Quality Volume (WQ_v)" means the volume of storm water runoff which must be captured and treated prior to discharge from the developed site after construction is complete. WQ_v is based on the expected runoff generated by the mean storm precipitation volume from post-construction site conditions at which rapidly diminishing returns in the number of runoff events captured begins to occur.

SUBSURFACE UTILITY INVESTIGATION REPORT

Task Order 08-003
IDIQC DTFH71-07-D-00003
PROJECT OH PRA CUVA 18(1), 164(1), CUYAHOGA CO., OH
Cuyahoga Valley National Park

Introduction

The purpose of the subsurface utility investigation was to provide Quality Level A & B utility designations measurements on existing subsurface utilities in support of the design of the Federal Highway Administration Fitzwater Bridge Project and the Cuyahoga Maintenance Access Project.

For the purpose of this report, “designate” means to indicate the presence and approximate horizontal location of underground utilities using geophysical prospecting techniques, including electromagnetic or other energy fields. This work is considered Quality Level “B”.

AND

For the purpose of this report, “locate” means to obtain the precise horizontal and vertical position of the utility line by excavating a test hole. The test holes were done by using nondestructive equipment in a manner as to cause no damage to the utility line. This work is considered Quality Level “A”.

This report documents the findings of the survey procedures and methodology of the existing utilities.

Project Limits

The project limits are described below based on the mapping provided by FHA. The project limits generally follow the work limits outlined in the Scope of Work dated July 9, 2008, and are further explained as follows:

- **Fitzwater Bridges** – Limits include:
 - The R/W of Towpath Trail, starting 200’ northwest of the centerline of proposed Fitzwater Road realignment and continuing to 100’ southeast of the centerline of the proposed Fitzwater Road realignment.
 - The R/W of existing Fitzwater Road, starting at the intersection with Canal Road and continuing southwest to the R/W of the Cuyahoga Scenic Railroad.
 - The western R/W of Canal Road, starting 100’ northwest of the centerline of proposed Fitzwater Road realignment and continuing to 100’ southeast of the centerline of the proposed Fitzwater realignment.
 - The R/W of the Cuyahoga Scenic Railroad starting at the intersection of existing Fitzwater Road and continuing 300’ northwest.
- **Maintenance Access** – Limits include:
 - The R/W of the Northeast Ohio Regional Sewer District Access Road from the intersection with Pleasant Valley Road continuing west to 150’ past the intersection of the Cuyahoga Scenic Railroad.
 - The R/W of proposed Cuyahoga Maintenance Access Road from the intersection with the Northeast Ohio Regional Sewer District Access Road continuing southeast (and just east of existing scenic railroad tracks) to the intersection of Fitzwater Road.

Utility Research and Coordination

Prior to commencing the field collection effort, Woolpert reviewed the project limits, existing utility plans, project control information and other relevant utility information provided by the FHA. The field work utilized underground utilities information based on actual field locations of visible aboveground structures, physical markings, and available source documents. Records from the appropriate utility companies or information supplied by the governmental agencies supplemented field located utility information to comprise the overall utility base map. The following are brief descriptions of the tasks involved:

- For this specific project, Woolpert contacted the Ohio Utilities Protection Service (OUPS) for utility plans and physical markings (if required) by the utility companies, governmental agencies, or their agents – per the Ohio Revised Code of Regulations. Further coordination was required in Q_LB surveys for marking the public utilities that fall within dedicated right-of-ways or easements. Due to the extent of the overall project limits as shown on topographic mapping, multiple OUPS requests were required. When the markings did not take place within the time limits required by the statute (10 days for preplanning), Woolpert contacted those utilities for copies of their underground facility plans.
- Woolpert conducted one interview with each of the utility companies and/or their locate contracting provider for any information they could provide on existing utilities within the project limits as defined in this scope of services. We requested all as-built or construction plans for their underground utilities—gas, fiber optics, electric, etc. within the project limits as defined in this scope of services.
- Woolpert conducted one interview with each of the governmental agencies whose utilities would be affected by the overall project. We requested all as-built or construction plans for their underground utilities—water, sanitary, storm, traffic maintenance, and lighting within the project limits as defined in this scope of services.

All utility records provided by the utility companies and the governmental agencies were correlated to the actual survey features on the base mapping. One attempt was made to resolve any major discrepancies with the utility owner.

Designating of Utilities

The standard accuracy for horizontal designation of utilities is generally ± 18 inches of the outer limits of the actual facility depending on the depth and size of the infrastructure components being captured. Woolpert performed this survey with due diligence to achieve the required accuracy specifications for aboveground and belowground locations.

Field Survey Methodology

The majority of the field effort consisted of a two-man crew surveying with GPS technology and utilizing electromagnetic toning equipment for designating underground utilities. Where areas restrict the GPS signal, like tree canopy or tall buildings, field crews utilized conventional surveying techniques. Woolpert employed a Real-Time Kinematic (RTK) approach, with one base station (unmanned) and one roving receiver. The roving unit consisted of a dual frequency Trimble R8 receiver with internal radio and TSC2 for data collection using Woolpert field codes for processing in Microstation for the base drawing.

Datum Reference

All surveying locations were established from the existing photo control network established by FHA. The horizontal GPS control was based on the Ohio North State Plane Coordinate System (3402), referenced to North American Datum 1983, adjustment of 1995 (NAD83/95), and expressed in US Survey Feet. The final NAD83 (95) State Plane grid coordinates (Ohio North) were also reduced to ground coordinates for this project. A project combined scale factor of **0.99991884635** was constrained from NGS monument PID #MB1812. The vertical datum is NAVD 88. Complete information of the project control can be found in the OH PRA CUVA 18(1)164(1) – Fitzwater Bridges design plans, named “FitzwaterRd.pdf” dated July 3, 2008.

Field Collection

Per Woolpert’s request, the utility owners were to contact us if and when any of their respective facilities were going to be physically marked in the field. In some instances, utility owners did not contact us for this routine procedure. Conversely, Woolpert was contacted by BP Pipeline, AT&T Conduit, Cleveland Water, Broadwing/Level 3 and N/E Ohio Regional Sewer District. Although we did not hear from CEI, Dominion East Ohio Gas, Time Warner Cable, and AT&T, we did meet with their contract locating firm “Central Locating Service” on site and they cleared all of these utilities. MCI/Verizon line was physically marked in the field by a Verizon technician near the Fitzwater and railroad intersection – no markings were found near a potential line just south of Alexander Road (further questions and investigation has been requested to confirm the existence or non-existence of this line). The prints we did receive from the utility companies thus far are from Northeast Ohio Regional Sewer District, Cleveland Water and MCI/Verizon (See notes on Utility Comments Table).

Using electromagnetic equipment, the Woolpert surveyors designated most of those utilities that had not been marked in the field by their respective owners or owners’ agents. In most cases we checked and verified the physical locates by others to assure that we agreed with their positions. Although plastic (PVC, HDPE, etc.) pipes buried without detector wire or tape cannot be designated, we are aware of no lines of this type in the area. – Woolpert surveyors picked up the exposed “abandoned” water line on Fitzwater Road at the Canal and along the existing Bridge. Woolpert could not find any valve boxes or hydrants features to verify where this line proceeded once it became “non-exposed”. The line supplying and connecting these water features could not be designated. Cleveland Water has been notified and we are awaiting a response on both location and verification to decide if the line is abandoned or live. This line has since been added to the base mapping as Q_L D information.

The following utilities were designated and/or surveyed by Woolpert during the Q_L B investigation:

- BP Pipeline – Gas
- Traffic – Electric
- MCI/Verizon – Telecomm
- IXC/Level 3– Fiber
- Presumed abandoned Water Line on Fitzwater Bridge
- Sanitary Sewer and Storm (MH’s only)

The sanitary sewer and storm drainage system features for Northeast Ohio Regional Sewer District were surveyed as well. The information collected during that phase included all visible surface features, and pipe sizes, pipe inverts, and direction of flows where possible. Note: some of the sanitary manholes near the Sewer District Access Road were very deep structures (over 50 ft deep) and had multiple chambers that obstructed the view to the bottom of the structure. We believe the maps provided to us are incorrect based on our field observations, but only further Confined Space Entry procedures would completely resolve these discrepancies. An engineer from Northeast Ohio Regional Sewer District actually visited the

field and stated that some of the structures on the GIS mapping provided by the Park were not part of his system. He had fairly poor English, so some information may have been misinterpreted.

Utility companies typically do not provide information on individual service laterals nor do they mark them in the field. Woolpert designated the utility services that they were able to find inside the project limits and the ones that they could get readings on. When meters could not be found outside of the buildings, Woolpert attempted to gain access to find them inside the actual facility. Some meters could not be found by facility employees or Woolpert surveyors.

Conclusion

In performing the SUE Q_L A, B, & C investigation of the underground utilities along the specified project corridor, all recommended procedures for the level and quality of this work have been met. The local utility owners, agencies, and one call centers were all notified and requests for utility as-builts and/or construction plans were made. The appropriate surface geophysics were used to trace the individual utility systems. The lines were designated and surveyed. The surveyed features were used along with the designated lines to form networks of the underground utility systems. The systems were mapped by layer, QA/QCed, and were incorporated into the base mapping.



Woolpert, Inc.
2780 Airport Dr. #100.
Columbus, Ohio 43219

Woolpert Testhole Certification Form

Site Info

Testhole # Project Number Crew Chief Date
City/County State T.H. Location

Drawing Info

Utility Company Drawing Sheet #
Size from drawing Plan Scale Units
Material from drawing Utility Type from drawing

Test Hole Info

Soil Type Soil Condition
Requested Utility Found? Color of Marker Installed Pavement Thickness
Recorded Utility Type Size Material
Comments

BM Info

BM #1 Elevation BM #1 Description:
BM #2 Elevation BM #2 Description:
BM's checked by T.H. Reference Point Elev. T.H. Reference pt.

General Survey Data

Portion of pipe exposed Manual depth to top of utility Side of testhole depth taken from
Surveyed top elevation Survey bottom elevation

Comments

Field Sketch



Location Info

Ground Northing:	<input type="text" value="617359.26"/>
Ground Easting:	<input type="text" value="2216582.23"/>
Datum:	<input type="text" value="Project"/>
Stationing:	<input type="text" value="100+17"/>
Offset:	<input type="text" value="42' Right"/>
Reference Baseline:	<input type="text" value="Fitzwater Realigned"/>

Certification: I hereby certify
that the information shown
hereon is correct to the best of
my knowledge and belief.



Woolpert, Inc.
2780 Airport Dr. #100.
Columbus, Ohio 43219

Woolpert Testhole Certification Form

Site Info					
Testhole #	2	Project Number	68594		
Crew Chief	Andrew Costell		Date	07/24/2008	
City/County	Cuyahoga	State	OH	T.H. Location	6' West of EP of Canal Road @ Alexander Road

Drawing Info					
Utility Company Drawing	N/A		Sheet #	N/A	
Size from drawing	N/A	Plan Scale	N/A	Units	N/A
Material from drawing	N/A		Utility Type from drawing	N/A	

Test Hole Info					
Soil Type	Clay/loam	Soil Condition	Dry		
Requested Utility Found?	Yes	Color of Marker Installed	N/A	Pavement Thickness	N/A
Recorded Utility Type	Elec in Conduit	Size	2"	Material	Poly
Comments	Top of conduit exposed, utility in good condition.				

BM Info					
BM #1 Elevation	613.23'	BM #1 Description:	Woolpert Set RTK Base station #10,001		
BM #2 Elevation	N/A	BM #2 Description:	Base Station created with site calibration on existing photo-control targets		
BM's checked by	N/A	T.H. Reference Point Elev.	621.29'	T.H. Reference pt.	Ground shot next to testhole

General Survey Data					
Portion of pipe exposed	Top 1/3	Manual depth to top of utility	1.29'	Side of testhole depth taken from	Center
Surveyed top elevation	620.00'	Survey bottom elevation	N/A		
Comments					

Field Sketch



Location Info	
Ground Northing:	617321.82'
Ground Easting:	2216606.01'
Datum:	Project
Stationing:	100+22
Offset:	1' Left
Reference Baseline:	Fitzwater Realigned

Certification: I hereby certify that the information shown hereon is correct to the best of my knowledge and belief.



Woolpert, Inc.
2780 Airport Dr. #100.
Columbus, Ohio 43219

Woolpert Testhole Certification Form

Site Info

Testhole # Project Number Crew Chief Date
City/County State T.H. Location

Drawing Info

Utility Company Drawing Sheet #
Size from drawing Plan Scale Units
Material from drawing Utility Type from drawing

Test Hole Info

Soil Type Soil Condition
Requested Utility Found? Color of Marker Installed Pavement Thickness
Recorded Utility Type Size Material
Comments

BM Info

BM #1 Elevation BM #1 Description:
BM #2 Elevation BM #2 Description:
BM's checked by T.H. Reference Point Elev. T.H. Reference pt.

General Survey Data

Portion of pipe exposed Manual depth to top of utility Side of testhole depth taken from
Surveyed top elevation Survey bottom elevation

Comments

Field Sketch



Location Info

Ground Northing:	<input type="text" value="617081.49"/>
Ground Easting:	<input type="text" value="2215146.06"/>
Datum:	<input type="text" value="Project"/>
Stationing:	<input type="text" value="211+10"/>
Offset:	<input type="text" value="8 Right"/>
Reference Baseline:	<input type="text" value="CUVA Access Rd."/>

Certification: I hereby certify
that the information shown
hereon is correct to the best of
my knowledge and belief.



Woolpert, Inc.
2780 Airport Dr. #100.
Columbus, Ohio 43219

Woolpert Testhole Certification Form

Site Info

Testhole # Project Number Crew Chief Date
City/County State T.H. Location

Drawing Info

Utility Company Drawing Sheet #
Size from drawing Plan Scale Units
Material from drawing Utility Type from drawing

Test Hole Info

Soil Type Soil Condition
Requested Utility Found? Color of Marker Installed Pavement Thickness
Recorded Utility Type Size Material
Comments

BM Info

BM #1 Elevation BM #1 Description:
BM #2 Elevation BM #2 Description:
BM's checked by T.H. Reference Point Elev. T.H. Reference pt.

General Survey Data

Portion of pipe exposed Manual depth to top of utility Side of testhole depth taken from
Surveyed top elevation Survey bottom elevation

Comments

Field Sketch



Location Info

Ground Northing:	<input type="text" value="617766.24"/>
Ground Easting:	<input type="text" value="2214465.90"/>
Datum:	<input type="text" value="Project"/>
Stationing:	<input type="text" value="201+45"/>
Offset:	<input type="text" value="CL"/>
Reference Baseline:	<input type="text" value="CUVA Access Rd."/>

Certification: I hereby certify
that the information shown
hereon is correct to the best of
my knowledge and belief.

SUBSURFACE UTILITY INVESTIGATION
"Utility Contact Listing"
Task Order 08-003
IDIQC DTFH71-07-D-00003
PROJECT OH PRA CUVA 18(1), 164(1), CUYAHOGA CO., OH

Utility Provider	Contact Name	Street Address	City	State	Telephone Number
BP Pipeline	Norbert Brunning	unknown	unknown	unknown	216-214-2905
Cleveland Water	Burnett Vaughn	1201 Lakeside Ave	Cleveland	OH	216-664-2444 ext5561
Cleveland Electric Illuminating	Mike Patterson CLS	441 Munroe Falls Rd	Talmadge	OH	330-733-9393
AT&T	Mike Patterson CLS	441 Munroe Falls Rd	Talmadge	OH	330-733-9393
Time Warner Cable-Maple Heights	Mike Patterson CLS	441 Munroe Falls Rd	Talmadge	OH	330-733-9393
Dominion East Ohio Gas	Mike Patterson CLS	441 Munroe Falls Rd	Talmadge	OH	330-733-9393
MCI/Verizon	Beth Seubert	2400 North Glenville	Richardson	TX	972-729-6016
Level 3/Broadwing	Marvin Muncie	unknown	unknown	unknown	419-304-5190
Northeast Ohio Regional Sewer	Brain Stapleton	4747 East 49th Street	Cuyahoga Heights	OH	216-641-6000

SUBSURFACE UTILITY INVESTIGATION
"Utility Contact Comments"
Task Order 08-003
IDIQC DTFH71-07-D-00003
PROJECT OH PRA CUVA 18(1), 164(1), CUYAHOGA CO., OH

Utility Provider	Contact Name	Drawings Provided	Physical Locates	General Notes
BP Pipeline	Norbert Bruning		X	Woolpert designated distribution line. Still waiting for maps.
Cleveland Water	Burnett Vaughn	X		Per Rob Bobel of CVNP, water line on Fitzwater Road is abandond. Found only exposed water lines on existing bridge, no valves or hydrants were found in road limits. After 3 weeks, Burnett Vaughn from Cleveland Water finally called back and sent some plans. She states the line is active and live, but wanted to confirm that was correct. She apologized for not sending out a locator during the one-call request timeframe, but said the office was busy....
Cleveland Electric Illuminating	Mike Patterson			No Underground lines in area per Contract Locator "CLS"/No other response directly from Utility Company
AT&T Conduit	No Contact Info.			No Underground lines in area - Recevied letter "ALL CLEAR"
Time Warner Cable-Maple Heights	Mike Patterson			No Underground lines in area per Contract Locator "CLS"/No other response directly from Utility Company
Dominion East Ohio Gas	Mike Patterson			No Underground lines in area per Contract Locator "CLS"/No other response directly from Utility Company
MCI/Verizon	Beth Seubert		X	Designated Lines along Railroad- very general map provided. Waiting for more information about a potential east-west line just south of Alexander Rd.
Level 3/Broadwing	Ryan Swan		X	Met with Level 3 locator on site, stated they do not have prints for this area. The locator designated the line.
Northeast Ohio Regional Sewer	Brian Stapleton	X		Met with thier locator on site - could not find anything more than what Woolpert had already found. Locator stated the prints for this area were not up-to-date and they would mail Woolpert a copy
AT&T	Mike Patterson			No Underground lines in area per Contract Locator "CLS"/No other responses directly from Utility Company
NOTE: Mike Patterson works for Central Locating Service				